United States Court of Appeals
for the Second Circuit

APPENDIX

ORIGINAL

77-4083

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

---------------------------------------x

THE LONG ISLAND COLLEGE HOSPITAL, :

Petitioner, :

- against - :

NATIONAL LABOR RELATIONS BOARD, :

Respondent. :

---------------------------------------x

Petition to Review
and Set Aside an
Order of the National
Labor Relations Board

Docket No. 77-4083

JOINT APPENDIX

KELLEY DRYE & WARREN
Attorneys for Petitioner
The Long Island College
Hospital
350 Park Avenue
New York, New York 10022
(212) 752-5800

JUN 24 1977

Of Counsel:

Martin D. Heyert
Roger J. Karlebach

PAGINATION AS IN ORIGINAL COPY

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CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: The Long Island College Hospital

Case No.: 29-CA-4562

9. 8.75	Charge filed
12.31.75	Complaint and Notice of Hearing, dated
1. 8.76	Petitioner's letter requesting a postponement of the hearing and requesting an extension of time to file its answer, dated
1.19.76	Acting Regional Director's Order Rescheduling Hearing and Extending Time to Answer, dated
1.27.76	Petitioner's Answer, received
3. 9.76	Hearing opened
3.10.76	Hearing closed
5.14.76	Petitioner's Motion to Correct the Transcript, received
6. 4.76	Administrative Law Judge's Decision issued
7. 9.76	Petitioner's Exceptions to the Administrative Law Judge's Decision and Order and Request for Oral Argument, received
11.22.76	Petitioner's letter calling the Board's attention to a certain Court of Appeals decision, dated
11.24.76	General Counsel's letter in response to Petitioner's letter of November 22, 1976, dated
2. 9.77	Decision and Order issued by the National Labor Relations Board

FORM NLRB-501
(2-67)

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE
Case No. 29-CA-4562
Date Filed 9/8/75

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: The Long Island College Hospital
b. Number of Workers Employed: 500
c. Address of Establishment (Street and number, city, State, and ZIP code): 340 Henry St.,Brooklyn
d. Employer Representative to Contact: Martin D. Heyert
e. Phone No.: 752-5800
f. Type of Establishment (Factory, mine, wholesaler, etc.): Hospital
g. Identify Principal Product or Service: Health Care

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

That the employer by its agents and attorneys, on August 14, 1975, summarily broke off negotiations, with Local 144 (for a certified unit of maintenance employees), and have to date denied the Union's request to resume such negotiations.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number): Local 144, SEIU A.F.L.-C.I.O.

4a. Address (Street and number, city, State, and ZIP code): 233 W. 49th St., New York, N.Y. 10019
4b. Telephone No.: 265-2366

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization): SEIU A.F.L.-C.I.O.

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

Vladeck, Elias, Vladeck & Lewis, P.C.
By ______ (Signature of representative or person filing charge) Attorneys (Title, if any)

Address 1501 Broadway, N.Y.C. 10036 221-2557 (Telephone number) Sept. 5, 1975 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 861-475

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

THE LONG ISLAND COLLEGE HOSPITAL

and

Case No. 29-CA-4562

LOCAL 144, HOTEL, HOSPITAL
NURSING HOME AND ALLIED
SERVICES UNION, SERVICE EMPLOYEES
INTERNATIONAL UNION AFL-CIO

COMPLAINT AND NOTICE OF HEARING

It having been charged by Local 144 Hotel, Hospital Nursing Home and Allied Services Union, Service Employees International Union, AFL-CIO herein called the Union, that The Long Island College Hospital herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended 29 U.S.C., Sec. 151 et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director for Region 29, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations- Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1. The Charge in Case No. 29-CA-4562 was filed by the Union on September 8, 1975 and served by registered mail upon Respondent on or about September 8, 1975.

2. Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

3. At all times material herein, Respondent has maintained its principal office and place of business at 340 Henry Street, in the County of Kings, City and State of New York, herein called Hospital where it is, and has been at all times material herein, continuously engaged the operation of a hospital and in providing hospital, health care services and related services.

4. (a) During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its operations, derived gross revenues therefrom in excess of $250,000.

(b) During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business, purchased and caused to be transported and delivered to its Hospital, goods and materials valued in excess of $50,000, of which goods and materials valued in excess of $50,000 were transported and delivered to its Hospital in interstate commerce directly from states of the United States other than the state in which it is located.

5. Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

6. The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

7. All full time and regular part-time employees in the maintenance of plant and engineering department of Respondent, employed at its hospital exclusive of chief engineers, assistant chief engineers, clerk and maintenance supervisor, and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

8. On or about July 22, 1964, a majority of the employees of Respondent, in the unit described above in paragraph 7, by a secret election conducted under the supervision of the New York State Labor Relations Board, herein called the SLRB, designated and selected the Union as their representative for the purposes of collective bargaining with Respondent, and on or about December 28, 1964 the SLRB certified the Union as the exclusive collective bargaining representative of the employees in said unit.

9. At all times since said date, the Union, has been, and is now, the exclusive representative of all the employees in said unit for the purposes of collective bargaining.

10. On or about January 26, 1965 Respondent refused, upon request of the Union, to recognize it as the exclusive representative of the employees in the unit described a[illegible]e in paragraph 7, and refused to bargain collectively with the Uni[illegible]n respect to terms and conditions of employment of such employees.

11. On January 26, 1965 the Union notified the New York State Mediation Board of Respondent's refusal to bargain with it, and requested the Mediation Board to invoke. Section 716 of the New York State Labor Relations Act, herein called Section 716.

12. Between January 1965 and April 1969, Respondent the SLRB, and the Union, participated in various legal proceedings in various forums, concerning the issue of whether the mediation procedures of Section 716 could be invoked prior to the Respondent's obtaining judicial review of its challenge to the SLRB's certification.

13. On October 16, 1968 the Court of Appeals for New York State, herein called the Court of Appeals found that Section 716 may not be so invoked prior to Respondent obtaining judicial review of its challenge to the SLRB's certification.

14. On April 21, 1969 the Supreme Court of the United States herein called the Supreme Court dismissal the Union's appeal of the Court of Appeals Decision described above in paragraph 13. .

15. On May 7, 1969 the Union filed unfair labor practice charges with the SLRB in Case No. SU43142.

16. The SLRB on June 30, 1971 issued its Decision, 34 SLRB No. 48, ordering Respondent to recognize and bargain with the Union concerning the terms and conditions of employment of the employees of Respondent in the unit described above in paragraph 7.

17. On May 3, 1973 the Court of Appeals granted the petition of the SLRB to enforce its Order described above in paragraph 16.

18. On March 4, 1974, the Supreme Court denied Respondent's petition for writ of certiorari of said decision of the Court of Appeals.

19. Respondent and the Union on various dates throughout the months of March 1974 through August 1975, met and negotiated concerning the terms and conditions of employment of the employees in the unit described above in paragraph 7.

20. On August 12, 1975, the Union requested that Respondent meet with it to continue negotiations concerning the terms and conditions of employment of employees in the unit described above in paragraph 7.

21. On or about August 14, 1975, Respondent declined to meet or to bargain with the Union concerning the terms and conditions of employment of employees in the unit, described above in paragraph 7 on the grounds that it believed that said unit is not appropriate for collective bargaining, and since said date Respondent has continued to refuse to meet or bargain with the Union concerning the employees in said unit.

22. By the acts described above in paragraph 21, and by each of said acts, Respondent interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in, and is engaging in unfair labor practices affecting commerce withing the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

23. By the acts described above in paragraph 21, and by each of said acts, Respondent refused to bargain collectively and is refusing to bargain collectively with the representative of its employees, and thereby engaged in, and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

24. The acts of Respondent described above in paragraph 21, occuring in connection with the operations of Respondent, described above in paragraphs 2 through 5, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 17th day of February , 1976 11 am at 16 Court Street, fourth floor, in the Borough of Brooklyn, City and State of New York, and consecutive days thereafter until concluded, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement Of Standard Procedures In Formal Hearings Held Before The National Labor Relations Board In Unfair Labor Practice Cases, is attached.

YOU ARE FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless it does so, all the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Brooklyn, New York, this 31st day of December, 1975.

Samuel M Kaynard

Samuel M. Kaynard
Regional Director, Region 29
National Labor Relations Board
16 Court Street
Brooklyn, New York 11241

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

OFFICE
KD&W
COPY

THE LONG ISLAND COLLEGE HOSPITAL, Respondent, -and- LOCAL 144, HOTEL, HOSPITAL NURSING HOME AND ALLIED SERVICES UNION, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, Charging Party.	Case No. 29-CA-4562

ANSWER

Respondent, THE LONG ISLAND COLLEGE HOSPITAL, by its attorneys, Kelley Drye & Warren, answers the complaint in this proceeding as follows:

1. Respondent admits the allegations contained in paragraphs 1, 2, 3, 4, 5 and 6 of the complaint.

2. Respondent denies each and every allegation contained in paragraph 7 of the complaint.

3. Answering paragraph 8 of the complaint, Respondent states that the New York State Labor Relations Board ("SLRB") did not conduct the election referred to in that paragraph or tabulate the ballots employees cast in that election in the manner the National Labor Relations Act, as amended, requires. Respondent admits that SLRB conducted a so-called "self-determination" election among employees of Respondent on July 22, 1964 and that SLRB certified the Union as the collective bargaining representative of the

employees in the inappropriate unit described in paragraph 7 of the complaint on December 28, 1964. Except as stated and admitted in this paragraph, Respondent denies each and every allegation contained in paragraph 8 of the complaint.

4. Respondent denies each and every allegation contained in paragraph 9 of the complaint.

5. Answering paragraph 10 of the complaint, Respondent states that on or about January 14, 1965 it refused to recognize or bargain with the Union as the collective bargaining representative of the employees in the inappropriate unit described in paragraph 7 of the complaint in order to obtain, in the only way it could, judicial review of the SLRB's unit determination. Respondent offered to collaborate with the Union's counsel to expedite such review. Except as so stated, Respondent denies each and every allegation contained in paragraph 10 of the complaint.

6. Answering paragraph 11 of the complaint, Respondent states that the Union refused to file an unfair labor practice charge with the SLRB that would have enabled Respondent to obtain judicial review of the SLRB's bargaining unit determination, but instead, on or about January 26, 1965, the Union improperly invoked the procedures that Section 716 of the New York Labor Law established to resolve questions of an entirely different character. Except as so stated, Respondent denies each and every allegation contained in paragraph 11 of the complaint.

7. Answering paragraph 12 of the complaint,

Respondent states that throughout the "various legal proceedings" between January 26, 1965 and April 21, 1969 concerning the propriety of the Union proceeding under Section 716 of the New York Labor Law in which Respondent, the Union, the SLRB and others participated, the Union, although admitting that it could commence unfair labor practice proceedings under Section 706 of the New York Labor Law concurrently with its improper proceedings under Section 716 of that law without any risk to its rights under Section 716, refused to file a refusal to bargain charge with the SLRB. Except as so stated, Respondent denies each and every allegation contained in paragraph 12 of the complaint.

8. Answering paragraph 13 of the complaint, Respondent states that the decision of the New York State Court of Appeals referred to in that paragraph was made on October 14, 1968 and, with that correction, Respondent admits the allegations contained in paragraph 13 of the complaint.

9. Respondent admits the allegations contained in paragraphs 14, 15, 16, 17 and 18 of the complaint.

10. Answering paragraph 19 of the complaint, Respondent states that under the compulsion of the decision of the New York State Court of Appeals referred to in paragraph 17 of the complaint, Respondent met and negotiated with the Union on various dates during the months of April, May, June, August, September, October and December, 1974 and February, March and April, 1975 concerning the terms and conditions of employment of the

employees in the inappropriate unit described in paragraph 7 of the complaint, and states that Respondent and the Union did not agree as to the composition or appropriateness of said unit. Except as stated in this paragrpah, Respondent denies each and every allegation contained in paragraph 19 of the complaint.

11. Respondent admits the allegations contained in paragraph 20 of the complaint.

12. Respondent admits the allegations contained in paragraph 21 of the complaint and states that since April 29, 1964, the last day on which the SLRB conducted hearings with respect to the appropriateness of the unit described in paragraph 7 of the complaint, and since August 25, 1974, the date the National Labor Relations Board acquired jurisdiction over Respondent, Respondent has made substantial and material changes in its places and methods of operations, in the duties of its employees, in the supervision, working relationships and on-the-job contacts of and among its employees, and in the terms and conditions of their employment, thereby rendering the SLRB's decision with respect to the appropriateness of the unit described in paragraph 7 of the complaint stale and factually inaccurate.

13. Respondent denies each and every allegation contained in paragraphs 22, 23 and 24 of the complaint.

FIRST COMPLETE AFFIRMATIVE DEFENSE

14. Respondent repeats and realleges the facts set forth in paragraph 12 of this answer.

15. Even if the unit described in paragraph 7 of the complaint were appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act on July 6, 1964 when the SLRB directed a so-called "self-determination" election among the employees in that unit, which it was not, the substantial and material changes in Respondent's places and methods of operations, in the duties of Respondent's employees, and in the supervision, working relationships and on-the-job contacts of and among Respondent's employees that have taken place since that date made the unit described in paragraph 7 of the complaint inappropriate for the purposes of collective bargaining under Section 9(b) of the Act.

SECOND COMPLETE AFFIRMATIVE DEFENSE

16. Of the 55 employees in the inappropriate unit described in paragraph 7 of the complaint who were eligible to vote in the so-called "self-determination" election the SLRB conducted on July 22, 1964, only five remain in that unit today.

17. At present, there are 70 employees in the inappropriate unit described in paragraph 7 of the complaint of whom only 7% were eligible to vote in the election referred to in paragraph 16 of this answer.

WHEREFORE, Respondent demands that the National Labor Relations Board dismiss the complaint in its entirety.

Dated: New York, New York
January 27, 1976

KELLEY DRYE & WARREN
Attorneys for Respondent

BY Martin D. Heyert
Martin D. Heyert
(A Member)
350 Park Avenue
New York, New York 10022
212-752-5800

GC 2

NEW YORK STATE
LABOR RELATIONS BOARD

- -x

In the Matter of :

THE LONG ISLAND COLLEGE HOSPITAL : DECISION NO. 11210

-and- : CASE NOS. SE-37117
SE-38062

LOCAL 144, HOSPITAL DIVISION, BSEIU, :
AFL-CIO

:

-and-

:

MAINTENANCE DIVISION OF THE BUILDING &
CONSTRUCTION TRADES COUNCIL :

- -x

ORDER

and

CERTIFICATION OF REPRESENTATIVE

Elections were conducted in the above matter on July 22, 1964, pursuant to a Board Direction of Elections, dated July 6, 1964 (27 SLRB No. 91).

It appears from the Report Upon Secret Ballot that of the approximately fifty-five (55) employees eligible to vote in the maintenance of plant and engineering department, twenty-six (26) cast valid ballots on the question of the appropriate bargaining unit, of which twenty-one (21) were in favor of bargaining in a separate unit limited only to the employees of that department, and five (5) were against; there were also twenty (20) blank ballots, and there was one (1) challenged ballot which is insufficient to affect the results of the balloting.

Since a majority of the employees casting valid ballots in the election in this department desire a separate unit for the purposes of collective bargaining, limited only to the employees of this department, we find and conclude that all full-time and regular part-time employees in the maintenance of plant and engineering department (excluding chief engineers, assistant chief engineers, maintenance supervisor, and clerk) employed by The Long Island College Hospital at the main building located at 340 Henry Street, and the Pavillion located at the corner of Washington Avenue and St. John's Place, both in the Borough of Brooklyn, City and State of New York, constitute a unit appropriate for the purposes of collective bargaining in fact and within the meaning of Section 705 (2) of the Act.

It also appears from the Report Upon Secret Ballot that a collective bargaining representative has been selected since of the approximately fifty-five (55) employees eligible to vote in the above unit, forty-four (44) cast valid ballots on the question of representation, of which twenty-four (24) were for Local 144; four (4) for Maintenance Division of Building and Construction Trades Council; and sixteen (16) for "Neither Union"; there were also two blank ballots, and there was one challenged ballot which is insufficient to affect the result of the balloting.

On July 29, 1964, the Employer filed objections to the election. We find that these objections are insufficient and without merit and shall overrule them.

By virtue of and pursuant to the power vested in the Board by the New York State Labor Relations Act it is hereby

ORDERED, that the objection to the election filed herein by the Employer on July 29, 1964, be, and the same hereby is, overruled; and it is

CERTIFIED, that Local 144, Hospital Division, Building Service Employees International Union, AFL-CIO, has been designated and selected by a majority of all the full-time and regular part-time employees in the maintenance of plant and engineering department (excluding chief engineers, assistant chief engineers, maintenance supervisor, and clerk) employed by The Long Island College Hospital at the main building located at 340 Henry Street, and the Pavillion located at the corner of Washington Avenue and St. John's Place, both in the Borough of Brooklyn, City and State of New York, as their representative for the purposes of collective bargaining, and that, pursuant to the provisions of Section 705 of the Act, said Union is the exclusive representative of all such employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Dated: New York, N.Y.
December 28, 1964

S/ JAY KRAMER
Chairman

S/ JAMES AMADEI
Member

S/ MARTIN GREENE
Member

TILE WORK
MOTOR VEHICLE
CARPENTER
ELECTRICIAN
HANDYMAN
LOCKSMITH
HEAT, VENT & AIR COND.
HOUSEKEEPER
PAINTER
PLUMBER
SEAMSTRESS
MASON

THE LONG ISLAND COLLEGE HOSPITAL
REPAIR OR WORK NEEDED

Date...

6C3

Location ....

Requested by ....

Approved by........................

F-100

COMPLETED WORK

Approved by..........................

Inspected by..........................

STORES REQUISITION

DEPT. ______________________

STATION NO. ______________________

PLEASE UNPACK AND CHECK CAREFULLY

ITEM NO.	DESCRIPTION OF SUPPLIES	✓	QUANT. REQ'D	UNIT OF ISSUE	QUANT. ISSUED	EXPENSE CONTRO	
						AMOUNT	CO

ORDERED BY DATE OF DELIVERY SUMMAR

APPROVED BY

DELIVERED BY

RECEIVED BY POSTED TO STOCKCARDS

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION:

CODE NO.

REQUESTED BY:

COST CENTER NO.

DATE STARTED:

DATE COMPLETED:

TIME STARTED:

TIME COMPLETED:

APPROVED BY:

SUP. IN CHARGE:

JOB NO.

PERSONNEL	GRADE	LABOR COST

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

MECHANIC REPORT

SIGNED BY

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR

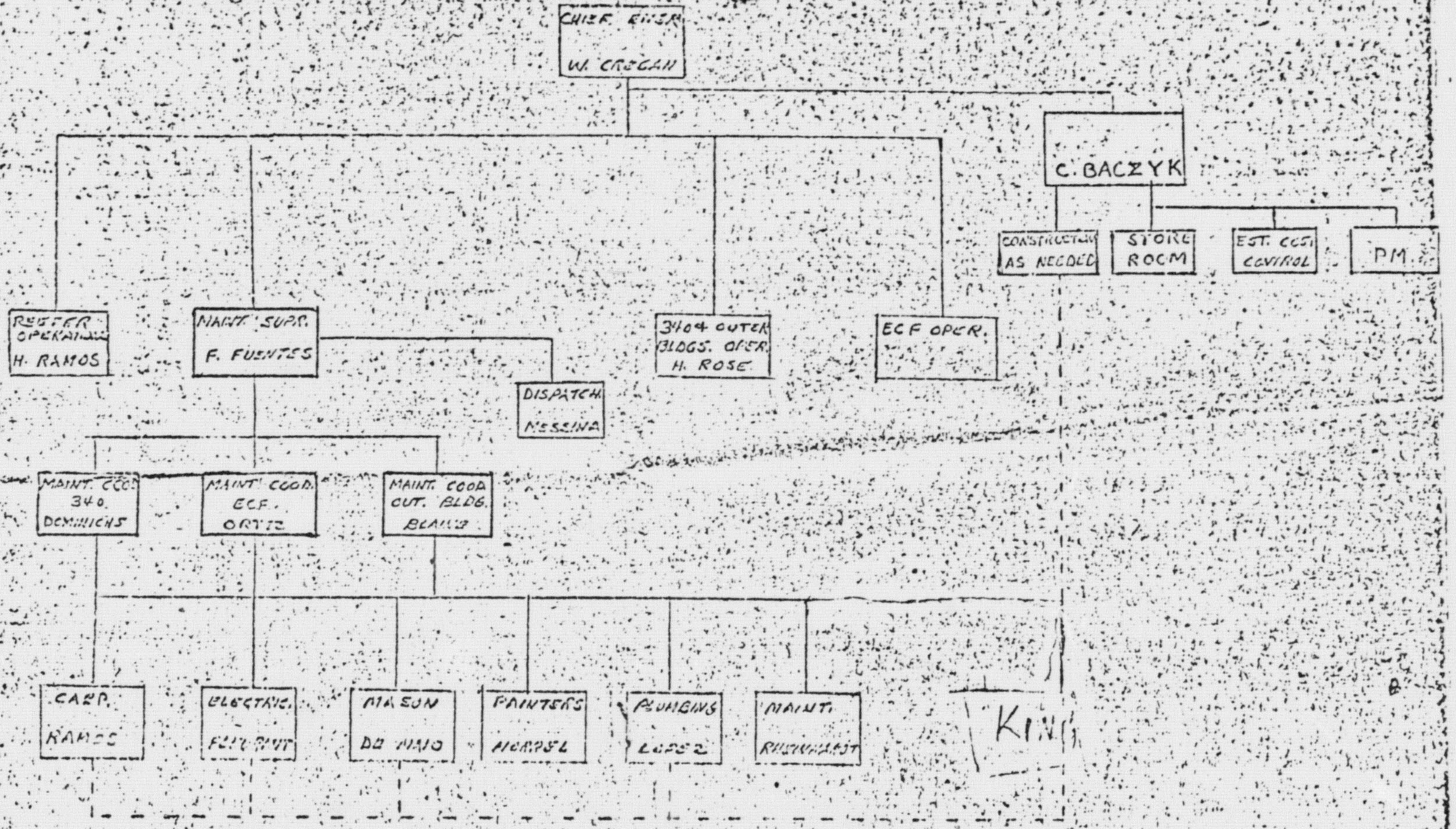
PARTS

TOTAL AMOUNT

APPROVED BY

GC 3

59-F


CHIEF ENGR.
W. CREGAN
C. BACZYK
CONSTRUCTION AS NEEDED
STORE ROOM
EST. COST CONTROL
PM
REFTER OPERATION
H. RAMOS
MAINT. SUPR.
F. FUENTES
DISPATCH
MESSINA
3404 OUTER BLDGS. OPER.
H. ROSE
ECF OPER.
MAINT. COO. 340.
DEMINICHS
MAINT. COOD. ECF.
ORTIZ
MAINT. COOD. OUT. BLDG.
BLAUS
CARP.
RAMOS
ELECTRIC
FLIPPINT
MASON
DE MAIO
PAINTERS
HORPEL
PLUMBING
LOPEZ
MAINT.
RUSINKAUST
KIN

6-C 5

THE LONG ISLAND COLLEGE HOSPITAL
340 Henry Street
Brooklyn, N. Y. 11201

TO: Mr. Stanley Fein Director of Engineering	FROM: Engineering and Maintenance Charter

1. The committee acting on behalf of all the employees in the Engineering or maintenance Departments should be held on all grievances that affect the smooth and orderly operation of their departments.

2. When an employee of the department is called in, either by the head of the department or any other person in a supervisory to be reprimanded for an alleged violation of the rules, a member of the committee should be present in order to represent the employee.

3. The committee chairman or three delegates of this committee should also be consulted and be a voice in any promotion, upgrading, and lay off.

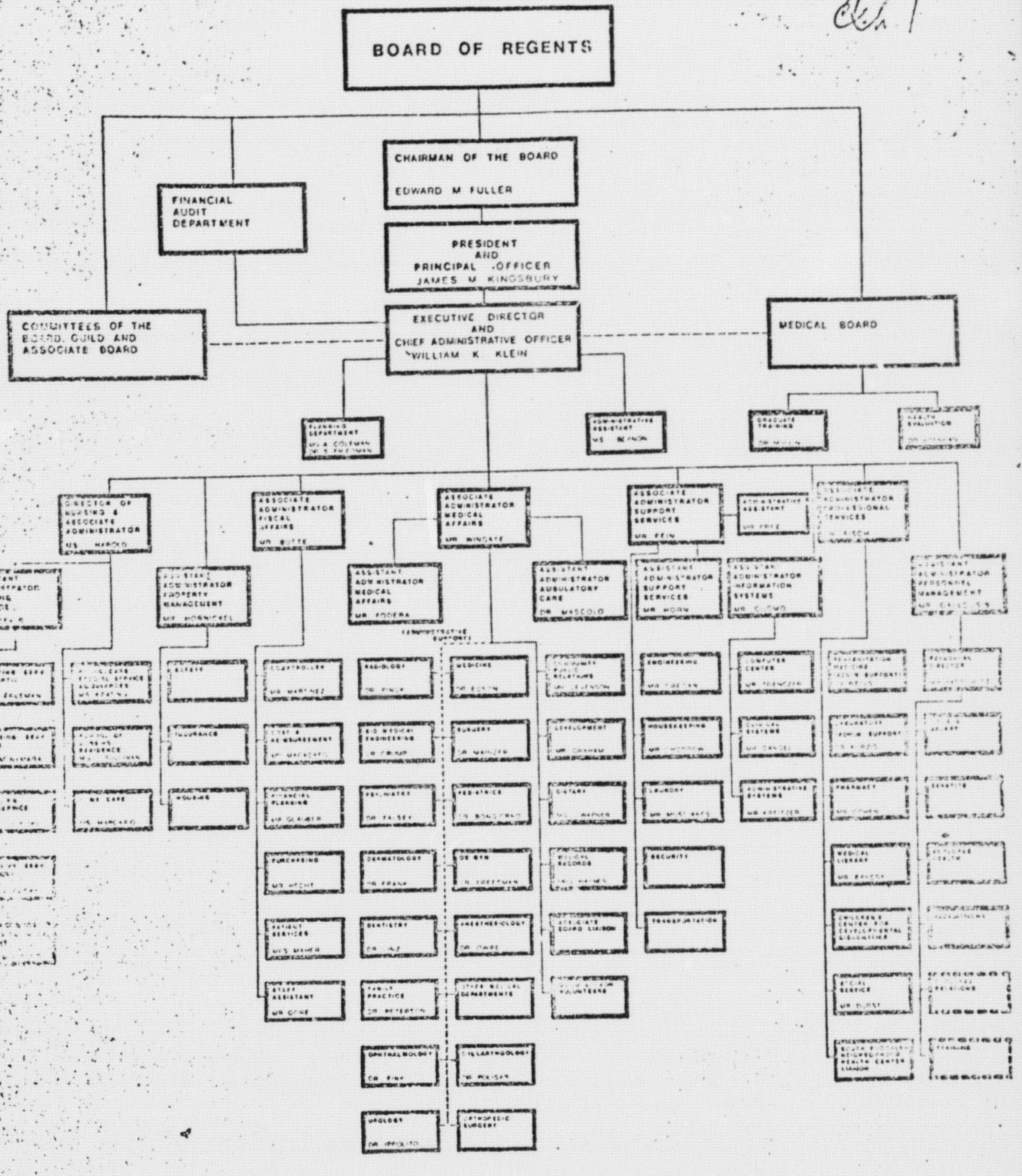
4. No mass lay offs should be undertaken by the hospital in the engineering or maintenance departments without consulting the committee.

5. Under no circumstances should lay offs be undertaken by the hospital with the thought and/or intention of replacing the laid off employees with employees from a governmental agency.

Frank Phillips
Committee Chairman

Stanley Fein
Director of Engineering

Respondent Exh 1


BOARD OF REGENTS
CHAIRMAN OF THE BOARD
EDWARD M FULLER
FINANCIAL AUDIT DEPARTMENT
PRESIDENT AND PRINCIPAL OFFICER
JAMES M KINGSBURY
COMMITTEES OF THE BOARD, GUILD AND ASSOCIATE BOARD
EXECUTIVE DIRECTOR AND CHIEF ADMINISTRATIVE OFFICER
WILLIAM K KLEIN
MEDICAL BOARD
PLANNING DEPARTMENT
MS A COLEMAN
ADMINISTRATIVE ASSISTANT
MS BEYNON
GRADUATE TRAINING
HEALTH EVALUATION
DIRECTOR OF NURSING & ASSOCIATE ADMINISTRATOR
MS HAROLD
ASSOCIATE ADMINISTRATOR FISCAL AFFAIRS
MR BUTTE
ASSOCIATE ADMINISTRATOR MEDICAL AFFAIRS
MR WINGATE
ASSOCIATE ADMINISTRATOR SUPPORT SERVICES
MR FEIN
ADMINISTRATIVE ASSISTANT
ASSOCIATE ADMINISTRATOR PROFESSIONAL SERVICES
ASSISTANT ADMINISTRATOR NURSING SERVICE
ASSISTANT ADMINISTRATOR PROPERTY MANAGEMENT
MR HORNICKEL
ASSISTANT ADMINISTRATOR MEDICAL AFFAIRS
MR FODERA
ASSISTANT ADMINISTRATOR AMBULATORY CARE
DR MASCOLO
ASSISTANT ADMINISTRATOR SUPPORT SERVICES
MR HORN
ASSISTANT ADMINISTRATOR INFORMATION SYSTEMS
ASSISTANT ADMINISTRATOR PERSONNEL MANAGEMENT
ADMINISTRATIVE SUPPORT
NURSING SERV ATLANTIC
MRS FELTMAN
NURSING SERV
NURSING IN SERVICE
NURSING SERV EVENING
NURSING SERVICE NIGHT
SCHOOL OF NURSING RESIDENCE
MS CARE
MS MARCARO
SAFETY
INSURANCE
HOUSING
COMPTROLLER
MR MARTINEZ
COST & REIMBURSEMENT
FINANCIAL PLANNING
MR GLAUBER
PURCHASING
MR HECHT
PATIENT SERVICES
MRS MAHER
STAFF ASSISTANT
RADIOLOGY
BIO MEDICAL ENGINEERING
PSYCHIATRY
DR FALSEY
DERMATOLOGY
DR FRANK
DENTISTRY
FAMILY PRACTICE
DR PETERSON
OPHTHALMOLOGY
DR FINY
UROLOGY
DR IPPOLITO
MEDICINE
SURGERY
DR MAINZER
PEDIATRICS
OB GYN
ANESTHESIOLOGY
OTHER MEDICAL DEPARTMENTS
OTOLARYNGOLOGY
DR POLISAR
ORTHOPEDIC SURGERY
COMMUNITY PUBLIC RELATIONS
DEVELOPMENT
DIETARY
MEDICAL RECORDS
ASSOCIATE BOARD LIAISON
VOLUNTEERS
ENGINEERING
HOUSEKEEPING
LAUNDRY
SECURITY
TRANSPORTATION
COMPUTER CENTER
SYSTEMS
MR DANZEL
ADMINISTRATIVE SYSTEMS
MR KREITZER
REHABILITATION MEDICINE ADMIN SUPPORT
ADMIN SUPPORT
PHARMACY
MR COHEN
MEDICAL LIBRARY
CHILDREN'S CENTER FOR DEVELOPMENTAL DISABILITIES
SOCIAL SERVICE
MR DURST
SOUTH BROOKLYN NEIGHBORHOOD HEALTH CENTER LIAISON
PERSONNEL DIRECTOR
SALARY
BENEFITS
HEALTH
RECRUITMENT
RELATIONS
TRAINING

DELIVER TO LOCATION:— CHARGE TO:—

1v ENGINEERING MR. CROGAN 852-[illegible]21 HECTOR

Respondent's 2

A

THE LONG ISLAND COLLEGE HOSPITAL
340 HENRY STREET—BROOKLYN, N.Y. 11201
TEL. 780-1701 S.F.

DATE SEPT. 26TH 1975

To:
CARMER INDUSTRIES
263 ROUTE 109
FARMINGDALE, N.Y. 11735

ORDER A 11041

F.O.B. L.I.C.H.

KINDLY FURNISH FOR OUR ACCOUNT:

DESCRIPTION	STOCK NO.	QUANTITY	UNIT PRICE	TOTAL PRIC
INSTALLATION OF DUCT PLENUM AND THREE (3) OUTLETS AS DISCUSSED				
RETURN NOT BY THIS CONTRACTOR				
THREE (3) FIRE DAMPERS		$275.00	WITH	FIRE DAMPERS
"PRICES AS STATED HEREIN ARE FINAL UNLESS NOTIFIED OF CHANGE BEFORE EXPEDITING ORDER."				

NOTE: Trucks must not be over 29 feet long and 11 feet 9" high, without tailgate.

TERMS: ____________

PURCHASING DIRECTOR

ACKNOWLEDGEMENT COPY

Respondent's 3
Rejected

28528-4

VER TO LOCATION:— 1v

CHARGE TO:— ENGINEERING MR. CREGAN 879-230 CHARLIE

THE LONG ISLAND COLLEGE HOSPITAL
340 HENRY STREET—BROOKLYN, N.Y. 11201
TEL. 780-1701

To:
BARNEL PLUMBING CO.
63 4TH AVENUE
BROOKLYN, N.Y. 11217

DATE OCTOBER 28TH 1975

ORDER A 11840

KINDLY FURNISH FOR OUR ACCOUNT:

F.O.B. L.I.C.H.

DESCRIPTION	STOCK NO.	QUANTITY	UNIT PRICE	TOTAL PRICE
TO OBTAIN ALL NECESSARY PERMITS FROM HIGHWAY AND WATER DEPTS. TO INSTALL NEW 1 1/2" WATER MAIN WITH CURB BOX CUT OFF WATER MAIN SHALL TERMINATE INSIDE BUILDING WITH AN APPROVED GATE VALVE.				$1,487.00
SUPPLY AND OBTAIN NECESSARY PERMIT AND NEW 1 1/2" WATER METER.				
"PRICES AS STATED HEREIN ARE FINAL UNLESS NOTIFIED OF CHANGE BEFORE EXPEDITING ORDER."				

NOTE: Trucks must not be over 29 feet long and 11 feet 9" high, without tailgate.

PLEASE NOTIFY PURCHASING DEPARTMENT OF ANY PRICE CHANGE

☐ "Must meet "OSHA" requirements (Occupational Safety & Health Act)

TERMS: ____________

PURCHASING DIRECTOR

ALL DELIVERIES ARE TO BE MADE AT 360 FURMAN ST.
Show Order Number on all Packages, Packing Lists and Invoices.
"PACKING LIST MUST BE INCLUDED WITH ALL SHIPMENTS."

DELIVERIES ACCEPTED ONLY BETWEEN 8 A.M. AND 4 P.M. MONDAY THROUGH FRIDAY.

VENDORS COPY

Respondent's 4

2-1-76
12-8

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3^{30}	L.C.U.	Purewal	Too Cold	Opened Rads & raised Hse heat to 10$^{\text{#}}$

P. Serra
Fireman

Kirchner

FEB 1, 197[illegible]

[illegible]

20 min

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9:50	Lobby Build	Guard	Steam Coming out of building	Key with Guard will not open Door to stop 15 min J3 E.M.
10:45	ST 55 Room 516	Guard	Room too hot	Closed RAD VALVE 10 min E.M.
11:00	#1 Elevator	Guard	Elev. [illegible]	OK. 20 min E.M.
12:40	C.C.U.	WALSH	RAD Noisy	Bleed Rad OK 25 min E.M.
2:40	Admitting	Cunningham	Too hot	Closed Valve 5 min E.M.

2-1-76
4-12

5:55	37/306	POWELL	SINK STOPPED	OK 20MIN. H.

H. Delgado

C. Standard

[illegible]

DATE: 2-2-76
SHIFT: 12-8

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
12 05	Nursery 2 D	Johnson	Leak in ceiling	* See Below.	35 mins
12 50	Recovery Rm	Morales	Too Hot.	Reset thermostat to 72°F	10 mins
3 15	#2 Elev.	Coombs	Door wont close	Checked OK	10 mins
4 15	Boiler Rm Area	Calamia	Lamp up area	4 - 150W Bulbs 1 - 150W Flood Lt 1 - 100W Bulb	15 mins
5 55	Sta. 35 Rm 334	Jennings	Cant Close Window	Closed OK	10 mins
6 20	Data Processing	Abeev	Roof Leaking	Advised to put pail under drip.	
7 15	Sta 35 Rm 336	Jennings	Snow coming in Window	Used Hot Lite wraps	15 mins

* Tightened valve gland, union, and bled Radiator in CCU which was cause of leak in Nursery Ceiling

F. Calamia
[illegible]
Fireman.

Kirchner
ENGINEER.

[illegible]

DATE: 2-2-76

SHIFT: 8/4

TIME	LOCATION	CALLED BY	COMPLAINT	REMARKS
9^{00}	Admitting		Cold	open Valve - J R
11^{10}	354 Henry	Dr Davie	Apt 2 Radiator leaking	Installed Air-Valve Radiator valve - J.H. 30 m
11^{20}	Polak		Room 302 Cold	Raised psi - J.H. 20 mins -
11^{35}	94 Atlantic	Fuentes	Apt 7E No heat	Boiler running ok - ok - R.M. 20 mins
11^{45}	Polbiemus	Dr Friedman Sec.	Cold air coming from Radiator	A.C. Damper need to adjusted - Notify - Fuen Drain water from system - J.H. 15 m
12^{30}	X-Ray	Fuentes	old Dietary Area - cold -	Installed Air Valve
12^{45}	T.P.K.		Room 148 Cold	Taped window - J.R. 15 All Radiators are ho
1^{00}	Telephone Rm	Mangia	Cold	Windows need caulking All Radiators are hot.
1^{50}	Emergency	Forbes	Cold	Draft from door - J.H.
2^{40}	T.P.K	Forbes	Room is cold - check with Miss Battist	Radiators are hot Window need Caulking - R

[illegible] [illegible]

[illegible]

DATE: 2-2-76
SHIFT: 1600-2400

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		HD
3:30	Recovery Rm	Fuentes	RAD. NOT GIVING OFF MUCH HEAT	OK	20min	J.S
4:10	IPK Room 148	BARNARD	Room Cold	OK	15min	J.D.
4:40	362 HENRY APT 4	Shah	BED Rm RAD NOT HEATING	BLEED RAD. OK	20min	J.D.
5:05	NURSERY "D"	Irrizary	LEAK FROM CEILING	NO LEAK AT TIME OF CHECK	20min	J.D
6:00	ST 41 Room 462	Redrick	Bath Room LITE OUT	USED 2-100W OK	20min	J.
8:35	ELEVATOR CAR #2	ALBA	DOOR WILL NOT CLOSE	OK	10min	J.
8:40	ST 55 Room 520	Foy	Bath Room LITE OUT	USED 1-100W OK	15min	J.
9:00	NURSING Adm. OFFICE	CONAL	NEED CUTTING PLUGS	OK	10min	J.
10:30	IPK Room 146	BARNARD	RAD. MAKING NOISE	BLEED RAD. OK	20min	J.
10:40	TOP FLOOR 364 HENRY	LANZETTA	NO HEAT	RAISED WATER PRESSURE OK	20min	JS

John P.

DATE 2-3-76

SHIFT 12-8

TIME	LOCATION	CALLED BY	COMPLAINT	REMARKS	
12 25	I.P.K.	Williams	Cold	Raised Press to 10# all radiators hot	20 mins
1 30	OR #2	Larioza	Ceiling lgt Out	1-150 W. Bulb.	15 mins
1 45	Amity Alley	Coombs.	Door won't go down	Reset Bkr.	10 mins
4 30	Emerg. Rm.	Bill Corpsman	Cold	Radiators Hot area drafty.	10 mins

Degree Days for January 76 — 1143

R. Monroe

Handyman - Fireman

Kirschner

Engineer

[illegible]

DATE: 2-3-76

SHIFT: 8/4

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7 50	Nursery	Douglas	Ceiling leaking	installed air valve c.c.u. - Radiator - F.C. 15m
8 00	45 Columbia	Moskowitz	No heat.	check system (11:30) change air valve
8 45	160 Atlantic	Tenant	No heat	Put heat timer on manual - F.C. 15mins
9 00	360 Henry St		Radiators warm	Radiators are hot - room drafty - F.C. 15m
10 55	Nursery	Blain	Nursery D Leak - Radiator	no Radiator leaking - F.C. 10mins
11 10	Polhemus	Dr Friedman Soc	No heat	working on steam tank in Medical Room
1 30	Polhemus	Delves	clinic Radiator leaking	installed air valve J. H. 20 mins
2 25	358 Henry	Forbes	Pump in basement - Not Running	R.M. 20mins coupling is slipping -

[illegible]

[illegible] 2-3-76

[illegible] 1600-2400

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
4:30	St Ray	Garcia	Sink leaking	Made up on Fitting OK 30min	J
5:10	ST 51 Room 524	Foy	Bed Control ooo	OK 20min	J
5:30	45 Columbia	Moskowitz	Top Floor, Rad not heating	Installed Hoffman 500 as per Key 45min	
6:30	Telephone Rm Lochemis.	Operator	Toilet Stopped up	OK 25min	J
7:15	ST35 Room 325	Andreko	Call Lite ooo	OK 20min	J
8:30	O.P.K	Grant	Toilet Stopped up	Unable to get water to Toilet 25min	J
9:00	I.P.K	Terrell	Toilet Stopped up	OK 20min	J
9:25	ST. Room 532	Alda	Call Lite ooo.	OK 15min	J
11:15	ST41 Room 460	Alweo	No heat	Vented Rad OK 15min	J

John P Doshef

Handyman

[illegible]

[illegible]

[illegible] 2-4-76
[illegible] 12-8

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
12^15	Hsekeeping	Gonzales	Drinking fount H.C.	Reset Ckr. straightened front panel & mounted it & removed tape.	20 min.

F. Calamia
[illegible] - Fireman

Kirchner
[illegible]

[illegible]

[illegible] 2-4-96

[illegible] 5/4.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1^{25}	Central Suppy	Moore	Noisy Radiator Rm. 145 146 147 148	Return was closed – Rm. 15 mins
2^{30}	IBK	NURSE	no heat – Entily Rm leaking	Raised PSI –

[illegible]

[illegible] FEB 4 1976
[illegible] 4^{00} To 12^{00} MID

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4^{00}	TEST	FIRE	ALARM	OK
4^{25}	35 328	VALDAIS	LIGHT O.O.O. CALL BED #1	O.K. LOOSE CONNECTION FD 15 MIN
6^{30}	35 335	BERNARD	LIGHT BULB BED#2	O.K. 1 60 WATT FD 15 MIN
6^{31}	35 336	BERNARD	NEED 60 WATT BULB #2	O.K. 1 60 WATT FD 10 MIN
7^{PM}	35 348	HART	BED #2 CALL LIGHT O.O.O.	O.K. LOOSE CONNECTION FD 10 MIN
10^{07}	362 HENRY	DR. BOARD	NO HEAT	OK RESET THERM FD 30 MIN

NONE
[illegible]

[illegible]

[illegible]

[illegible] 2-5-76
[illegible] 12-8

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4 AM	X Ray	Gonzales	Ceiling lgt out	2-40W Fluorseads

R. Monroe
Handyman Fireman

Kirchner
[illegible]

[illegible]

DATE 2-5-76

SHIFT 4/4

TIME	LOCATION	CALLED BY	COMPLAINT	REMARKS
8^E	Polak	Schrader	No hot water	cleaned and adjusted Regulator and adaptor {RM [illegible]

AC

[illegible] [illegible]

FEB 5 1976

4^{00} To 12^{00} mid

4^{00}	TEST	FIRE	ALARM	
4^{12}	FRONT WALK	GUARD	CHECK FOR HOT WATER COILS (SNOW)	O.K. WAS WORKING 5m
5^{31}	55 505	KILKENNY	BED C.C.C.	O.K. PUSHED RESET BUTTON 1
6^{00}	MOORGIE GATE	GUARD	DOESN'T CLOSE ALL THE WAY.	O.K. TEMP. ELECTRICAL TROU (RELAY)
[illegible]	ELEV #4 [illegible]	SECURITY	STUCK 1ST FLOOR [illegible]	O.K. CLEARED TRACK 1
8^{20}	1 PK 141	GRANT		O.K. PLUNGED 10 min
9 PM	1 PK 141	NURSE	CLOSE W IN POW	O.K. 5 MIN

Handyman

[illegible]

[illegible] FEB 6, 1976
[illegible] 0000-0800

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12:10	Amity ST. WOMENS Rm	GUARD	COLD WATER CONT. RUNNING	OK 20 min H.D.
1:05	NURSERY	NURSE	NEED A BULB FOR LAMP	USED 1-75 W OK 10 min H.D

John P Seeley

[illegible]

DATE: 2-6-76

SHIFT: 8/4

TIME	LOCATION	CALLED BY	COMPLAINT	RESULTS
8^{05}	Station #55	Doctor	No heat in Room 507	HV feed valve closed.
8^{15}	ICU	Nurse	hot water-cold.	Ran water for a while
10^{00}	admitting	Khan	Too hot	closed valve.
12^{15}	Polhemus	Dr Freeman Supt	smell something burning —	Fan seems to be shorted Notify - A.C. J.R. 10 mi
1^{30}	"	—	Fire hose leaking.	Tighten valve. F.C. S
7^{00}	admitting	Webster	Cold	open valve F.C.

Handyman

Engineer

[illegible] FEB 6 1976
[illegible] 4^{00} To 12^{00} MID

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4^{00}	TEST FIRE ALARM			OK
4^{07}	55/533	Salop	No heat	OK Adj. fed valve 10 min J.D.
4^{44}	55/507	Olda	No heat	#4 feed valve closed
4^{45}	55 524	HOUSE	BED OOO	OK Reset motors 20 min J.D.
4^{50}	TURN HOUSE HEAT OFF			VIA C.REGAN
4^{55}	Lobby Ladies Rm	Guard	Toilet stoppage	OK 15 min J.D.
5^{15}	55/534	Fay	bed ooo	OK 25 min J.D.
7^{40}	41/1466	Hecslet	Call Lite ooo	OK 15 min J.D.
8^{40}	35/329	MITCHELL	CALL LITE TANGT	OK 10 min J.D.
9^{20}	35/319	Mitchell	Toilet Stoppage	OK 15 min J.D.
9^{21}	TURN HOUSE HEAT ON			VIA CREGAN

Handyman

4

	LOCATION	REQUESTED BY	DATE	REMARKS	Respondents
021738	Station 35	Coleman	1-29-76	Please change one bed lite in R-325	W. Delois
021739	Maternity	Alvarez		Replace light bulb in scrub room	W. Delois
021740	Hemodialysis	Rezk		Please install cork bulletin board Isolation	Merrick
021741	Dudley Building	Forbes		Make 4 boxes 20" x 6" for [illegible] racks	De La Cruz
021742	X Ray	Antonio		toilet in the corridor is clogged up	W. Delois
021743	Hemodialysis	Rezk		Radiator Leaking	Gonzalez
021744	Dudley Building	Mata		Check portable steam leak in Dudley by Library	Ramirez
021745	X-Ray	Haggins	1-30-76	Put [illegible] clips on mobile [illegible]	Reinhardt
021746	Hematology Clinic	Haroun		Sink stopped up	Reinhardt
021747	X Ray	Antonio		install bulb for [illegible] box ~~Conference~~ [illegible] Room	Jackson
021748	X Ray	Antonio		Screw shelf in [illegible] Dark room	W. Delois
021749	Nurses Residence	Alloway		Please check and repair clock	Gonzalez
021750	I.C.U.	Bridges		Install chain on wall for oxygen tank	Marzette
021751	Nurses Residence	Alloway		Replace wall paper that [illegible] elevator	Padilla
021752	Station 35	Taylor		[illegible] out of order R 324	W. Delois
021753	Admitting I.P.K.	Rallis	1-30-76	Paint admission area light yellow	Morell
021754	I.P.K. 1629	Rallis		Paint Bathroom light blue	Morell
021755	Laboratory	Umeike		Build & install bulletin board 3x2 Hemo clinic	Merrick
021756	Hematology Lab R-5	Umeike		[illegible] Hematology lab	Reinhardt
021757	Station 55	Martinez		Ice Machine Leaking Station 55	H. Ramos
021758	[illegible]	Attara	1-30-76	Replace 4 40 watt fluorescent bulbs	Gonzalez
021759	Maternity	Lee Sales		Please solder key chain for narcotic box	Marzette
021761	[illegible] Building	Gill		elevator # 3 is out of order	Jackson
021762	Station 55	Martinez		Station 55 Corridor light cover broken replace	Miller
021763	362 [illegible]	& [illegible]		Repair leak coming from ceiling [illegible]	Lomen
021764	Bethune Building	Operator		toilet stopped up [illegible]	Gonzalez
021765	Emergency	Sknott	1-30-76	Check wheel on stretcher	Reinhardt
021766	Blood Bank	Lebanna		No water in [illegible] slop sink	Lindberg
021767	Surgery D	Douglas		Please repair the Armstrong Nursery D	W. Delois
021768	Bethune Building	Fuentes		Please check leak in R. 11	Gonzalez
021769	Emergency	Moore		Sink is stopped up	Gonzalez
021770	L PK Surgery	Bolton	2-2-76	Toilet stopped up	Gonzalez
021771	I.P.K. Kidney	Bolton		Please close [illegible]	Marzette
021772	Library			Lock to front door frozen	Padilla
021773	Recovery Room	Morgan		Bedpan hopper leaking	W. Delois
021774	X Ray	Lilian		Please check 1 wall [illegible] Hot	Gonzalez
021775	Data Processing	[illegible]		Leak in computer Room	Marzette
021776	Station 55	Charlie		Please seal Rooms 512 & 514	Reinhardt
021777	Recovery Room	Morgan		Please seal 4 [illegible] windows	Echeverria
021778	X Ray	Lilian		Repair Dimmer Switch	Jackson
021779	I.C.U.	Smith		Need 1 150 watt bulb	Jackson
021780	Central Supply	Hinds		Buzzer is O.O.O.	Jackson

	LOCATION	REQUESTED BY	DATE	REMARKS	
021781	Sol Homes Clinic	Gonzalez	2-2-76	Please Close Door	De La Cruz
021782	1 P.K. Med. Records	Vicky		Please close windows 1 PK Med. Records Dept	McLeod
021783	7th fl Sol Homes	Operator		Broken window near equipment room	Marietta
021784	Cytology Lab	Marge		Please check the fan R 301 - 3rd fl Polack	Jackson
021785	Station 35	Elmoore		Repair bed in R 324 - bed-1	McLeod
021786	363 apt-2	Alcala		Check for connection for Washing Machine	Echevarria
021787	Maternity	Bennett		Check light fixture that is about to fall	Jackson
021788	X Ray	Antonucci		Radiators making too much noise	Gonzalez
021789	Public Relation	Archer		Please seal windows + door	De La Cruz
021790	Admitting R-4	Charlie	–	Water coming down in R. 4.	Carreltel
021791	Labor + Delivery	Torres		R- 354 window pane about to fall out	Echevarria
021792	7th fl Sol Homes	Operator	2-2-76	too much draft coming in windows	Marietta
021793	Sta - 35	Burgess		Seal + close windows	Echevarria
021794	Anesthesia	Callistein		Please hang sign	Wilson
021795	Station 55	Miano		Seal window R- 502 - 512	Gonzalez
021796	Emergency	Paul		Please check Radiator in Waiting Room	Lomena
021797	1 P.K.	Bollin		Seal windows in R 140	[illegible]
021798	1 C.U.	Fowler	2-3-76	Check + replace all over-bed lights	Hilton
021799	X Ray Radiology	Huggins		Install 2 traverse Rods 78" wide in Cine Room	Reinhardt
021800	7th fl Sol Homes	Lally		Remove desk from wall + install open library storage	[illegible]
021801	354 Henry	Fuentes		Check + repair Radiator in apt-4	Wilson
021802	116 Atlantic 3-B	Sandcock		Bath tub Clogged up apt- 3-B	Lomena
021803	Main Building	Fuentes		Check + replace burn out light Cell lites 55-41-47	Rodriguez
021804	Main Building	Fuentes	2-3-76	Replace all bulbs on stairways + 567	Gonzalez
021805	Main Building	Fuentes		" " all stairways 1 + 3	De La Cruz
021806	Doctors Residence	Fuentes		Replace burn out bulbs Hallways + stairway Corridors	Reinhardt
021807	Main Building	Fuentes		Replace all Exit lt bulbs Sta- 31 - 25 - 11 - 25 + main bldg	Padilla
021808	Pediatric	Nivola		Please Hang Plaque	Marietta
021809	Station 35	Vassel	2-3-76	Bed -2 Room 330 over bed lite is O.O.O.	Jackson
021810	Pathology Lab	Marge		Lights went out in Pathology Lab Area	Jackson
021811	362 Henry Apt 2	NAVARRETE		Radiator Leaking	Rodriguez
021812	Nursery D	Harper		There is a Leak coming down in Nursery D	Mc Rose
021813	Station 35	Mildham		There is a drawer stuck in Medication Room	Marietta
021814	Healthy Building	La Roy		Please check Radiator for leak + heat	Lomena
021815	Home Care	Lombardini	2-3-76	Please seal windows too much draft	Marietta
021816	Main Building	Mc ...		Replace Paper towel dispenser in main toilet	Rodriguez
021817	Bacteriology Lab	Dizon		No water in the faucets on 2nd floor	Gonzalez
021818	Sol Homes Clinic	Rosa		Please repair Gooseneck Lamp	Jackson
021819	Station 35-318	Burgess		See Miss Burgess for Replacing Window shade	Reinhardt
021820	6th floor Sol Homes	Maria		Medical Records flood Medical Records	Lomena
021821	Emergency Room	Moore	2-3-76	Sliding door one off the track	De La Cruz

	LOCATION	REQUESTED BY	DATE	REMARKS	
021822	356 Henry	Bisma	2-3-76	Repair elec. outlet in Kitchen	Jackson
021823	Recovery Room	Paul		Ceiling fell down	W Nelson
021824	8th fl Polhemus	Angela		Pipe leak coming from ceiling	W Nelson
021825	Maternity	J Clarke		Sink stopped up in R. 357	Reinhardt
021826	Cytology Lab	Connie		Replace burnt out lights in Cytology	Jackson
021827	Nurses Residence	Alloway		Please paint the Main Lobby & Hallways	Morell
021828	Nurses Residence	Alloway	2-3-76	Please paint the Hallway on the 4th & 5th floors	Morell
021829	X Ray Waiting area	Huggin		Signs to be hung	Reinhardt
021830	STA-55	L Alvarez		Wall lights O.O.O.	Jackson
021831	L P K	Belton		Need hooks behind door	Pearsick
021832	Polhemus Clinic	Blair		Radiator steam leak	Tore
021833	Station 35	Martinez		When ever toilet is flushed it leak R 330	Reinhardt
021834	Station 35	Burgess		Room 323 bed 2 overbed lite is O.O.O.	Jackson
021835	362 apt. 4	DR SHAA		Please check & repair broken Window	Reinhardt
021836	Emergency Room	Helen		Sink stopped up	W Nelson
021837	Social Service	McClendon	2-3-76	toilet will not flush	Voisetto
021838	O R	J Chan		2 Plugs 3 Prong Explosion Proof	Chan
021839	X Ray	Antonioro		1 pk # 5 amperes fuse	Antonioro
021840	Engine Room	Rose		2 Hack-saw blades	Monroe
021841	Electrical Shop	Robinson		1/2 lbs Masonite Nails 1/2 lb 2" common	Robinson
021842	New Buildg	Majors	2-3-76	6 3/16 4" toggle bolts	Majors
021843	Air Cond Shop	Ramos		24 1 1/2 # 12 Wood screws	L. Rivera
021844	Air Cond Shop	Ramos		10' ft. # 16-3 Wire 6 Machine thread 2" screws	J Rivera
021845	Boring	Fuentes		1 lbs 2" Sheetrock Nails	King
021846	Main Buildg	Grace		Replace 4 spot lights Main Lobby entrance	Rodriguez
021847			2-4-76		
021848	Polhemus	Fuentes		Cement 18 x 18 around 6 in. [illegible] ceiling	Cirillo
021849	Polhemus Building	Fuentes		Build Box around Water cooler Pipe	Pearsick DeLaCruz
021850					
021851	8th fl Polhemus	Fuentes		Repair lite in Air Cond R-8-1	Jackson
021852	76 Amity	Fuentes		Plaster hole in ceiling	Medina
021853	X Ray Dept	Antonioro		Make shelves for small office	W Nelson
021854	X Ray Dept	Antonioro		Install ceiling light plastic cover	Echavarria
021855	I C U	Mc Cloud		Repair hot & cold water faucets	Lomeno
021856	5th fl Polhemus	Martinez	2-4-76	Sink stopped up	Padilla
021857	Main Lobby	Martinez		Leak in main lobby near information desk	Gonzalez
021858	7th fl Polhemus	GOARBER		Leak on the Radiator	Voisetto
021859	O R	Lefkowitz		Repair the handle on drawer in O.R. Office	Voisetto
021860	Pathology Lab	Marge		Replace burnout fluorescent bulbs	W Nelson
021861	TUMOR BOARD	BISCAINO		Repair step Ladder	DeLaCruz

		BY	DATE	REMARKS	
021862	Maternity	Carran	2-4-76	Front sink running Hot water	Carvallid
021863	104 Atlantic Apt 6	AZIZ		Roof Leaking over Room with the 2 Windows	Gonzalez
021864	Maternity	Marron		Bedside rail falling R	W. Helves
021865	Maternity	Gonsalez		Repair over bed light switch R-304 -bed-1	Jackson
021866	Hemodialysis	Rezk		toilet stopped up	W. Helves
021867	STA-35	Burgess		No cold water in Room 336 Bath room	W. Helves
021868	Laundry	Noel	2-4-76	Please check motor for short	Jackson
021869	Social Service	Melendez		Radiator Leaking	W. Helves
021870	Surgery R-203	Kersey		Please Hang Picture	Reinhardt
021871	Maternity	Fuentes		Mount 2 Water mixing Valves	Romero
021872	X Ray	Antimoro	2-5-76	Please Hang Frame	Reinhardt
021873	X Ray	Borzyk		Install Dimmer Switch	Jackson
021874	X Ray	Borzyk		Welding in treatment room	Vaicelle
021875	Emergency	Sbrytt		Faucets Leaking	Reinhardt
021876	X Ray	Huggins		Install picture on wall	Reinhardt
021877	Dudley Building	Mata		repair the rug in the waiting room	Iwanick
021878	ICU	Bridges	2-5-76	No Hot Water	W. Helves
021879	X-RAY	Antimoro		toilet stopped up	Romero
021880	X Ray	Huggins		Mount black board	Carvallid
021881	Cardiac Catheri	Huggins		Hang View box for the Cardiac Catherization	Jackson
021882	GYN-122 Amity	Haynes		No Lights 1st fl.	W. Helves
021883	86 Amity Apt 4	RIZZA		Please change Light fixture in Living Room	
021884	Station 55	Knapp	2-5-76	over bed lite O.O.O. R-534 also Bathroom lite	W. Helves
021885	Nurses Buildg	Helen		Ther. is O.O.O.	Hilton
021886	GYN 122 Amity	Brown		Replace 4 flourescent bulbs	Vairetto
021887	100 Atlantic	Vazquez		Check Leaking faucet & sink	W. Helves
021888	Station 55	Moreno		Please Hang Picture Nurses Station	Reinhardt
021889	Laboratory	Monge		Ceiling light cover falling	Hilton
021890	Station 55	Moore		R. 507 No Heat in the Radiator	W. Helves
021891	76 Amity	Fuentes	2-5-76	Repair Holes in the yard 76 Amity	Martinez
021892	STA-55	Alvarez		No Heat in Room	W. Helves
021893	Hemodialysis	Rezk		Put locks on desk	Reinhardt
021894	X Ray	Antimoro		Repair Wheel chair	Reinhardt
021895	Cystoscopy	Nunn		Check & repair stool	De La Guay
021896	74 Amity apt 6	Warner		install Glass shelves apt-6	Reinhardt
021897	558 Henry	Spano		Change burnout flourescent bulbs	Hilton
021898	O.R.	Wyskowsky		Replace outlets in O.R.	Jackson
021900	Main Hospital	Saul	2-5-76	Wire Gate at Morgue entrance is O.O.	Jackson
021901	363 Henry	Sposito		floor & ceiling needs repair	Michalek Iwanick
021902	Sta 55	Mijares		Ice machine is O.O.O.	Dana
021903	1-PK. Kidney	Huggins		Install flourescent bulbs for viewbox	Hilton
021904	X Ray	Borzyk	2-6-76	Work to be done in treatment Room	Vairetto

	LOCATION	REQUESTED BY	DATE	REMARK	
021905	Nurses Admin	Ruth	2-6-76	Replace burn out light at entrance	Jackson
021906	I.C.U.	Price		Replace over bed light	Gonzalez
021907	Main Building	Security		elevator # 3 is O. O. O.	Jackson
021908	Main Building	Fuentes		Check + replace all burn out bulbs in cellar	Hilton
021909	Solomons Building	Fuentes		" " " " Henry St. side stairway	Rodriguez
021911	J. P.K. Kidney	Blain		"Sink" Stopped up	Reinhardt
021912	Pilot Building	Blain		Blower thrown off belt	Rodriguez
021913	Housekeeping 4AB	Mrs Chabon	2-6-76	Paint Sign over door	Randolph
021914	O.R.	Lefkowitz		Check Microscope	Jackson
021915	Dudley Building	Miffalo		Check Radiator	Gonzalez
021916	Nurses Residence	Fabrucci		Nurses Women toilet stopped up.	Reinhardt
021917	Special Hematology	Spaniels		Change outlet for Refrig	Hilton
021918	Laboratory	George		Motor smoking	Jackson
021919	Nurses Residence	Alloway		Please paint Rooms 104 - 103	Morelli
021920	STA-55	Mares		Electric bed is O O O	W. Wilson
021921	Main Building	Security	2-9-76	Elevator is out of order	Elev. Man
021922	STA-55	Fisher		Leak under the sink in R-505	Gonzalez
021923	Laboratory	Cervante		Repair Gate to Private Lab entrance	Warnick
021924	Langley Building	Metz		Re-install strips at top of door frames R-37	W. Wilson
021925	34 Henry 4th fl.	Wodnick		Please paint 2 walls orange + white	Morell
021926	Dudley Building	Matco		Install Blackboard in R-34	W. Wilson
021927	4th fl. office	Austinfink		Change fluorescent lighting fixture for larger one	Jackson
021928	3rd fl. Dr Friedman	FRIEDMAN		Fluorescent light for corridor complete pattern	Jackson
021929	Station 37	Singleton		Please check + repair cabinet Door in Pantry R-327	Reinhardt
021930	STA-35	Burgess		Toilet stopped up	Rodriguez
021931	O.R.	Lefkowitz	2-9-76	Change light bulb in Equipment room	Navette
021932	O.R.	Lefkowitz		Repair extension cord	Navette
021933	Admitting office	Pabon		Repair Wheel chair for Miss Pabon	Navette
021934	104 Atlantic	Blain		Apt-5 Bath tub stopped up	Gonzalez
021935	94 Amity	Sullivan		Check entire building and change all burn out lites	W. Wilson
021936	Main Building	Fuentes		Check + repair faucets Mens toilet Basement	Lorenzo
021937	Pilot Building	Fuentes		Repair all faucets Ladies R. Basement	Gonzalez
021938	Laboratory	Bakery	2-9-76	Please level cabinet	Gonzalez
021939	J. P.K. Kidney	Belton		Sink stopped up Utility Room	Rodriguez
021940	Labor + Delivery	Garrido		Repair swinging door	Reinhardt
021941	Labor + Delivery	Garrido		Please hang picture	Reinhardt
021942	Station 56	Mares		Electric bed is O.O.O.	W. Wilson
021943	Main Building	Martinez		Mens toilet [illegible]	Echevarria
021944	Delivery Room	Garrido		Need 1 spot lite	Jackson
021945	Laboratory	Fuertz		Check + repair faucet	Lorenzo
021946	STA-33	Burgess	2-9-76	Check bed is out of order bed-2 R-335	W. Wilson

Ex 6

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST
1	75 watts bulb	.35

LOCATION: 7th fl.
REQUESTED BY: Mrs Clark
COST CENTER NO. C 634
DATE STARTED: 1/1/76
DATE COMPLETED: 1/1/76
TIME STARTED: 12 am
TIME COMPLETED: 1 pm
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
A. Bru Cain	S-1	

REMARKS

-46-

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

no light in bathroom 721

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.55
PARTS
TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

OK

SIGNED BY

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 10th fl

REQUESTED BY: [illegible]

COST CENTER NO. 0637

DATE STARTED: 2/1/74

DATE COMPLETED: 2/1/74

TIME STARTED: 2. pm

TIME COMPLETED: 5 pm

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
A. [illegible]	54	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

1 [illegible] 1.5 1030
2 [illegible] 108

MECHANIC REPORT

ok

SIGNED BY

A. [illegible]

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.85

PARTS

TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION:

CODE NO.

REQUESTED BY: MRS ALLARIA NURSE

COST CENTER NO. C-138

DATE STARTED: 2/2/76

DATE COMPLETED: 2/2/76

TIME STARTED: 100 AM

TIME COMPLETED: 130 AM

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
Gr. Gonzalez	S-4	

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

TOILET STAPPE UP WAS
FULL IN PAPER

MECHANIC REPORT

Gr. Gonzalez

SIGNED BY

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.97

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: Cellar FL
CODE NO.
REQUESTED BY: ENG DEP
COST CENTER NO. C 933
DATE STARTED: 7/2/76
DATE COMPLETED: 7/2/76
TIME STARTED: 1200 AM
TIME COMPLETED: 8 AM
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
M. Gonzalez	S-4	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

CHEC AL OPERATING EQUIPMENT
BOILER ROOM FAN ROOM AN
12 TH FLOOR AL EQUIPMENT CK

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 55.60
PARTS
TOTAL AMOUNT

APPROVED BY

+49

MECHANIC REPORT OIL

1 BOILER ON LINE FIRE [illegible]

TURN OFF THE CHEMICAL PUMPS
OIL READING AT 730 AM 18-500 GAL

SIGNED BY Marcos Gonzalez

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 8th Floor Room 836

CODE NO.

REQUESTED BY: Mcont

COST CENTER NO. C635

DATE STARTED: 2/1/76

DATE COMPLETED: 2/1/76

TIME STARTED: 3 3 pm

TIME COMPLETED: 4 00 pm

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
Ramon Rivera	S1	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Bed crank Loose

MECHANIC REPORT

SIGNED BY

Ramon Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 732 Floor 7th

REQUESTED BY: Mrs. Obed

COST CENTER NO. 0634

DATE STARTED: 2/2/76

DATE COMPLETED: 2/2/76

TIME STARTED: 5:30 pm

TIME COMPLETED: 6:00 pm

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Ramon Rivera	S1	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call Lite.

MECHANIC REPORT

SIGNED BY

Ramon Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 10 TH FLOOR NURSE EXT
CODE NO.
REQUESTED BY: NURSE
COST CENTER NO. C. 637
DATE STARTED: 2/2/76
DATE COMPLETED: 2/2/76
TIME STARTED: 200 AM
TIME COMPLETED: 2 30 PM
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
	S-4	

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

IN THE 10 TH FLOOR NURSE EXT WAS TO COOL TURN OFF AC 1 A FOR 2 HR

MECHANIC REPORT

SIGNED BY

REG. TIME ☑
OVER TIME ☐

INTERNAL SUMMARY

LABOR 7.97
PARTS
TOTAL AMOUNT
APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: Rooms 931-930-906

CODE NO.

REQUESTED BY: SGT. G. CHAMBLE JR.

COST CENTER NO. 8636

DATE STARTED: 2/12/76.

DATE COMPLETED: 2/12/76

TIME STARTED: 6:30 AM

TIME COMPLETED: 7:30 AM

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
G. Gonzalez	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Close All Windows in
Rooms 931 - 930 - 906 - 904
AN 1103

MECHANIC REPORT

G. Gonzalez

SIGNED BY

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 7.94

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 10th Floor Room 1014 CODE NO.

REQUESTED BY: O. Sheafal

COST CENTER NO. C. 637

DATE STARTED: 2/2/76

DATE COMPLETED: 2/2/76

TIME STARTED: 6:30 p.m

TIME COMPLETED: 7:00 pm

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
Ramon Rivera	51	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Toilet stop-up -

MECHANIC REPORT

SIGNED BY

Ramon Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 7.40

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 9th Fl.

CODE NO.

REQUESTED BY: Nurse.

COST CENTER NO. 0636

DATE STARTED: 3/2

DATE COMPLETED: 3/2

TIME STARTED: 8

TIME COMPLETED: 9 30 1½

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
L. Tuckerman		

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Machine 9th

MECHANIC REPORT

All OK

SIGNED BY

L.T.

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 14.22

PARTS

TOTAL AMOUNT

APPROVED BY

55

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 804
CODE NO.
REQUESTED BY: Nurse.
COST CENTER NO. 0635
DATE STARTED: 7/2
DATE COMPLETED: 7/2
TIME STARTED: 9^{30} Ci
TIME COMPLETED: 10[illegible]
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
L. Tuckerman		

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

[illegible]

MECHANIC REPORT

Job ok

SIGNED BY

LT

REG. TIME ☐ —   OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.48
PARTS
TOTAL AMOUNT

APPROVED BY

-56-

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 4-th fl.
CODE NO.
REQUESTED BY: felix
COST CENTER NO. 2631
DATE STARTED: 2/3/76
DATE COMPLETED: 2/3/76
TIME STARTED: 8:00
TIME COMPLETED: 9:00
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
A. Bill Crane	S 4	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

toilet ooo room 430

MECHANIC REPORT

OK

SIGNED BY

A. Bill Crane

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.88
PARTS
TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 2Fl. Dental

CODE NO.

REQUESTED BY: Nurse.

COST CENTER NO. a724

DATE STARTED: 2/3

DATE COMPLETED: 2/3

TIME STARTED: 12

TIME COMPLETED: 12^{30}

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
L. Freeman	S-c	

REMARKS

☑ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Repair X-ray viewer.

MECHANIC REPORT

Job OK

SIGNED BY L.F.

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 474

PARTS

TOTAL AMOUNT

APPROVED BY

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 11^{th} FL Room 1151

REQUESTED BY: Mrs Kimbrey

COST CENTER NO. C 6-58

DATE STARTED: 2-3-76

DATE COMPLETED: 2-3-76

TIME STARTED: 11^{00}

TIME COMPLETED: 11^{30}

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
H RIVERA	G-1	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

toilet O.O.O

MECHANIC REPORT

Toilet

SIGNED BY

Hector Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST
30'	12/2 BX	6.60
1	Box [illegible]	.45
2	Plaster ears	.30
		$7.35

LOCATION: 11th FC

CODE NO.

REQUESTED BY: [illegible] & De Core.

COST CENTER NO. C 638

DATE STARTED: 7/3

DATE COMPLETED: 7/7

TIME STARTED: 7

TIME COMPLETED: 4 (7)

APPROVED BY:

SUP. IN CHARGE:

JOB NO.

PERSONNEL	GRADE	LABOR COST
C. Tuckerman	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Install new line outlet &
[illegible] lite, & water unit

MECHANIC REPORT

Job OK

SIGNED BY

LT

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 18.96

PARTS 7.35

TOTAL AMOUNT 26.29

APPROVED BY

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 10th FL Room 1019

REQUESTED BY: Miss Verosa

COST CENTER NO. C 637

DATE STARTED: 2-3-96

DATE COMPLETED: 2-3-96

TIME STARTED: 12:00

TIME COMPLETED: 12:30

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
H RIVERA	S-1	

REMARKS

☐ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fix toilet 0 0 0

MECHANIC REPORT

Toilet

SIGNED BY

Hector Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40

PARTS

TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 10th Fl.

REQUESTED BY: Muse.

COST CENTER NO. ① 637

DATE STARTED: 2/3

DATE COMPLETED: 2/3

TIME STARTED: 1 ①

TIME COMPLETED: 2

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
C. Trecham	S-4	

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Op. Lite.

MECHANIC REPORT

Job OK

SIGNED BY C.T.

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.47

PARTS

TOTAL AMOUNT

APPROVED BY

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

PERSONNEL	GRADE	LABOR COST
Ramon Rivera	51	

LOCATION: 9th Floor

CODE NO.

REQUESTED BY: Mr. Carson

COST CENTER NO. 0636

DATE STARTED: — 2/3/76

DATE COMPLETED: 2/3/76

TIME STARTED: 2:30 pm

TIME COMPLETED: 3:00 pm

APPROVED BY:

SUP. IN CHARGE:

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER — LABOR INSTRUCTIONS

Toilet Stop - up -

Room 917

MECHANIC REPORT

SIGNED BY

Ramon Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

JOB NO.

PERSONNEL	GRADE	LABOR COST
L. Tuckerman	S-4	

LOCATION: 736

REQUESTED BY: [illegible]

COST CENTER NO. 6634

DATE STARTED: 2/7

DATE COMPLETED: 2/7

TIME STARTED: 12^{30}

TIME COMPLETED: 1

½

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIO

Permits [illegible]

MECHANIC REPORT

Job OK

SIGNED BY

LT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 4.94

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 522, 10

CODE NO.

REQUESTED BY: Ames.

COST CENTER NO. C 635

DATE STARTED: 7/2

DATE COMPLETED: 7/3

TIME STARTED: 8

TIME COMPLETED: 9 (1)

APPROVED BY:

SUP. IN CHARGE:

JOB NO.

PERSONNEL	GRADE	LABOR COST
C Tucker	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Cell lite.

MECHANIC REPORT

Job OK

SIGNED BY

LT

REG. TIME ☐ OVER TIME ☐

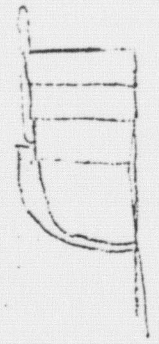
INTERNAL SUMMARY

LABOR 9.48

PARTS

TOTAL AMOUNT

APPROVED BY



59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 1031 4th Floor [illegible]
REQUESTED BY: K. Howe [illegible]
COST CENTER NO. 0637
DATE STARTED: 2/2/76
DATE COMPLETED: 2/2/76
TIME STARTED: 3:30 Pm
TIME COMPLETED: 4:00 Pm
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
Ramon Rivera	S1	

REMARKS

☐ MATERIAL IN STOCK
☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Toilet stop-up -

MECHANIC REPORT

SIGNED BY

Ramon Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 240
PARTS
TOTAL AMOUNT

APPROVED BY

-66-

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: Room 804 8th Floor CODE NO.
REQUESTED BY: Nurse
COST CENTER NO. 8635
DATE STARTED: 2/2/76
DATE COMPLETED: 2/2/76
TIME STARTED: 3:00 pm
TIME COMPLETED: 3:30 pm
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
Ramon Rivera	31	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Window open

MECHANIC REPORT

SIGNED B

Ramon Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40
PARTS
TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION. 10th Fl.

REQUESTED BY: Rucci.

COST CENTER NO. C637

DATE STARTED: 2/2

DATE COMPLETED: 2/2

TIME STARTED: 130 2½

TIME COMPLETED: 4

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
C. Tackerman		

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Heater unit, coil, filter, re heat, operations check out

MECHANIC REPORT

Job OK

SIGNED BY C. T

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 23.70

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 9th FL

REQUESTED BY: NURSG Supv

COST CENTER NO. 8 632

DATE STARTED: 2/2/76

DATE COMPLETED: 2/2/76

TIME STARTED: 1230 AM

TIME COMPLETED: 100 AM

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
Wm. [illegible]	S-4	

REMARKS

MATERIAL IN STOCK ☒

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

FIXE RADIATOR IN ROOM 834

MECHANIC REPORT

SIGNED BY

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.97

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 15T FC
REQUESTED BY: Mgr
COST CENTER NO. 0833
DATE STARTED: 7/2
DATE COMPLETED: 7/2
TIME STARTED: 10^{30}
TIME COMPLETED: 01^{30} $2\frac{1}{2}$
APPROVED BY:
SUP. IN CHARGE:
CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
C. Tuckerman		

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Check condition

MECHANIC REPORT

Job ok

SIGNED BY

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 25.70
PARTS
TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

LOCATION: 415

REQUESTED BY: Nurse.

COST CENTER NO. C 6.3.1

DATE STARTED: 7/3

DATE COMPLETED: 7/3

TIME STARTED: 9

TIME COMPLETED: 10 C

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

PERSONNEL	GRADE	LABOR COST
C. Parkinson		
	5-4	

REMARKS

☑ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call lite.

MECHANIC REPORT

Job OK

SIGNED BY

LT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.48

PARTS

TOTAL AMOUNT

APPROVED BY

71

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 3rd FLOOR

REQUESTED BY: mrs Hodges

COST CENTER NO. 0-92.40

DATE STARTED: 2-3-76

DATE COMPLETED: 2-3-76

TIME STARTED: 9.00

TIME COMPLETED: 4.30

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
H RIVERA	S-1	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Replace tiles

MECHANIC REPORT

Replace tiles on ceiling

SIGNED BY

Hector Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 12th Floor

REQUESTED BY: Mr. Moyer

COST CENTER NO. 0833

DATE STARTED: 2-3-76

DATE COMPLETED: 2-7-76

TIME STARTED: 1-9

TIME COMPLETED:

APPROVED BY: 37 1/2 hrs

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Raymond Rivera	51	

REMARKS

☐ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Clean the Boiler Room
in the 12 floor Map
The Floor

MECHANIC REPORT

Clean operation

SIGNED BY

RR.

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 190.00

PARTS

TOTAL AMOUNT

APPROVED BY

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 4th FL
REQUESTED BY: [illegible]
COST CENTER NO. 0631
DATE STARTED: 2-3-76
DATE COMPLETED: 2-3-76
TIME STARTED: 10:00
TIME COMPLETED: 10:30
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
[illegible] H. RIVERA	S-1	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fix crash Cart

MECHANIC REPORT

Wheel and CRASH CART

SIGNED BY

Hector Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40
PARTS
TOTAL AMOUNT

APPROVED BY

60-5

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 12th floor

REQUESTED BY: Halloran

COST CENTER NO. 6993

DATE STARTED: 2/3/76

DATE COMPLETED: 2/3/76

TIME STARTED: 6:00pm

TIME COMPLETED: 7:00pm

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
A. Bill Anne	5-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

door unlock

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.88

PARTS

TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

Screwed door hinges on the 12th floor: door lock now.

SIGNED BY

A. Bill Anne

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: Basement [illegible]

CODE NO.

REQUESTED BY: LT.

COST CENTER NO. C 833

DATE STARTED: 2/3

DATE COMPLETED: 2/3

TIME STARTED: 10

TIME COMPLETED: 11³⁰ (1½)

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
C. - [illegible]		
	9-4	

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Clean up mess from floor.

MECHANIC REPORT

Job ok

SIGNED BY

LT

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 14.22

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 10. & 9.th Floor

CODE NO.

REQUESTED BY: MAJORS

COST CENTER NO. 833

DATE STARTED: 2-5-76

DATE COMPLETED: "   "

TIME STARTED: 7 am

TIME COMPLETED: 3 "

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
Flores	5-1	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Removing Valve handles from Fan coil units

MECHANIC REPORT

O.K

SIGNED BY

F. Flores

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 32.00

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST
1	Glass	1-
1	Sealant	310

JOB NO.

PERSONNEL	GRADE	LABOR COST
L Tackman	S-4	

LOCATION: 318

CODE NO.

REQUESTED BY: Nurse

COST CENTER NO. C-736

DATE STARTED: 7/4

DATE COMPLETED: 7/4

TIME STARTED: 8

TIME COMPLETED 9 (1)

APPROVED BY:

SUP. IN CHARGE:

REMARKS

☐ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Cut Glass & Install

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.49

PARTS 3.10

TOTAL AMOUNT 12.59

APPROVED BY

MECHANIC REPORT

Job OK

SIGNED BY CJ

-78-

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

JOB NO.

LOCATION: 452

CODE NO.

REQUESTED BY: Nurse.

COST CENTER NO. C 6.31

DATE STARTED: 8/4

DATE COMPLETED: 8/7

TIME STARTED: 9

TIME COMPLETED: 10

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
C. [illegible]	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Lamp out of order.

MECHANIC REPORT

Fixed

SIGNED BY

LF

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 7.48

PARTS

TOTAL AMOUNT

-79-

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 7th FL
CODE NO.
REQUESTED BY: Mrs Clark
COST CENTER NO. 6634
DATE STARTED: 2-4-76
DATE COMPLETED: 2-4-76
TIME STARTED: 10:00
TIME COMPLETED: 10:30
APPROVED BY:
SUP. IN CHARGE:

JOB NO.

PERSONNEL	GRADE	LABOR COST
H Rivera	9-1	

REMARKS

☐ MATERIAL IN STOCK
☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fix Door

MECHANIC REPORT

CRASH CART dooR Stuck

SIGNED BY

Hector Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.42
PARTS
TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: Basement elv. lt
CODE NO.
REQUESTED BY: LT
COST CENTER NO. 0823
DATE STARTED: 2/4
DATE COMPLETED: 2/4
TIME STARTED: 10
TIME COMPLETED: 11
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
L. Tuckman	5-4	

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Lite out

MECHANIC REPORT

Job OK

SIGNED BY
LT

. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 948
PARTS
TOTAL AMOUNT
APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: X-Ray

REQUESTED BY: Huggins

COST CENTER NO. 8724

DATE STARTED: 2-4-76

DATE COMPLETED: 2-4-76

TIME STARTED: 11 00

TIME COMPLETED: 12:00

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Wygand	54	6.08

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

SCREW I.V. POLE to WHEEL CHAIR

MECHANIC REPORT

C/W

SIGNED BY G Wygand

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.08

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

JOB NO.

LOCATION: Dumbwaiter.

CODE NO.

REQUESTED BY: Harney.

COST CENTER NO. C 833

DATE STARTED: 3/4

DATE COMPLETED: 3/4

TIME STARTED: 11 (1)

TIME COMPLETED: 12

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
C. [illegible]	5-4	

REMARKS

MATERIAL IN STOCK ☒

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Out of order.

MECHANIC REPORT

Job OK

SIGNED BY

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.45

PARTS

TOTAL AMOUNT

APPROVED BY

83

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 630
REQUESTED BY: Nurse.
COST CENTER NO. C.633
DATE STARTED: 8/4
DATE COMPLETED: 8/4
TIME STARTED: 12^{30} (?).
TIME COMPLETED: 1^{30}
APPROVED BY:
SUP. IN CHARGE:
CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
C. [illegible]	S-4	

REMARKS

☐ MATERIAL IN STOCK
☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call ck

MECHANIC REPORT

Job OK

SIGNED BY CT

☐ REG. TIME ☐ OVER TIME

INTERNAL SUMMARY

LABOR 9.47
PARTS
TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: Room 1019
CODE NO.
REQUESTED BY: Bohem
COST CENTER NO. 0637
DATE STARTED: 2-4-76
DATE COMPLETED: 2-4-76
TIME STARTED: 1:15
TIME COMPLETED: 2:00
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
Wygand	8-4	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Toilet 000

MECHANIC REPORT

Cleared Clog
Tightened Seat

SIGNED BY
J Wygand

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY
LABOR 4.56
PARTS
TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 808

REQUESTED BY: Anne.

COST CENTER NO. 0.6 75

DATE STARTED: 2/4

DATE COMPLETED: 2/4

TIME STARTED: 1 30

TIME COMPLETED: 2 30

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
C. Tuckem.		

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fan Coil

MECHANIC REPORT

Left OK

SIGNED BY

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 0.48

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST
2	EA nut Bolt	.24

MAINTENANCE JOB SHEET

LOCATION: 6th, ROOM 614 & 630

CODE NO.

REQUESTED BY: Miss Kumaf

COST CENTER NO. C.633

DATE STARTED: 2-4-76

DATE COMPLETED: 2-4-76

TIME STARTED: 2:00 ok

TIME COMPLETED: 3:00 ok

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABOR COST
H RIVERA	S-1	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fix curtain Rod

MECHANIC REPORT

curtain Rod

SIGNED BY

Hector Rivera

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR	4.80
PARTS	.24
TOTAL AMOUNT	5.04

APPROVED BY

59-F

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 4th Floor
REQUESTED BY: Mr. [illegible]
COST CENTER NO. C631
DATE STARTED: 2/4/76
DATE COMPLETED: 2/4/76
TIME STARTED: 2:00pm
TIME COMPLETED: 3:30pm
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Ramon R.	S1	

REMARKS

REPAIR ORDER – LABOR INSTRUCTIONS

Curtain Rod

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 7.20
PARTS
TOTAL AMOUNT

APPROVED BY

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

MECHANIC REPORT

SIGNED BY
Ramon R[illegible]

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 917

REQUESTED BY: Amuse.

COST CENTER NO. C636

DATE STARTED: 2/4

DATE COMPLETED: 2/4

TIME STARTED: 7 30 1½

TIME COMPLETED: 4

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
C. Turbim	S-4	

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call Soto.

MECHANIC REPORT

Got ok

SIGNED BY

CT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 14.22

PARTS

TOTAL AMOUNT

APPROVED BY

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

PERSONNEL	GRADE	LABO COST
C. Tuchman	S-4	

LOCATION: 917

CODE NO.

REQUESTED BY: Arrese.

COST CENTER NO. 0636

DATE STARTED: 7/4

DATE COMPLETED: 7/4

TIME STARTED: 7³⁰ 1½

TIME COMPLETED: 4

APPROVED BY:

SUP. IN CHARGE:

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call Site

MECHANIC REPORT

Job ok

SIGNED BY

CT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 14.22

PARTS

TOTAL AMOUNT

-06-

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: Maintenance Storage

REQUESTED BY: Mr. Jack Fillips

COST CENTER NO. C-736

DATE STARTED: 2/4/76

DATE COMPLETED: 2/4/76

TIME STARTED: 3:30 pm

TIME COMPLETED: 4:30 pm

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABO COST
Ramon R.	51	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

EGEN
OXGEN CAl Weeal
FIXE

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 4.80

PARTS

TOTAL AMOUNT

91

APPROVED BY

MECHANIC REPORT

SIGNED BY
Ramon Rivera

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

JOB NO.

LOCATION: 6th floor 634

REQUESTED BY: Miss Sam

COST CENTER NO. 633

DATE STARTED: 2-4-76

DATE COMPLETED: 2-4-76

TIME STARTED: 5.00

TIME COMPLETED: 6.00

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Hugues Guerrier	S.4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Bed Crank Brocken in room 634

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 4.08

PARTS

TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

Repair crank Bed

ok

SIGNED BY

Hugues Guerrier

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 9th floor 912
REQUESTED BY: Miss Jackson
COST CENTER NO. 636
DATE STARTED: 2-4-76
DATE COMPLETED: 2-4-76
TIME STARTED: 6^00
TIME COMPLETED: 7^00
APPROVED BY:
SUP. IN CHARGE:
CODE NO.

JOB NO.

PERSONNEL	GRADE	LAB COS
Hugues Guerrier	S.4	

REMARKS

The two valves was off by unit

ATERIAL IN STOCK ☐
ATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

fan coil not working in room 912

MECHANIC REPORT

Turn fan coil unit on and hot water valve

SIGNED BY

Hugues Guerrier

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.08
PARTS
TOTAL AMOUNT
APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 1.3.-4 Th Floor

REQUESTED BY: MAJons

COST CENTER NO. 233

DATE STARTED: 2-5-76

DATE COMPLETED: " "

TIME STARTED: 7: oclock

TIME COMPLETED: 3. oclock

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
f Flores	S-1	

REMARKS

MATERIAL IN STOCK ☒

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Removing handles From Radiators –

MECHANIC REPORT

Job -A-OK.

SIGNED BY

Flores

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 36.00

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 10th floor 1083

REQUESTED BY: Mast Fegan

COST CENTER NO. 8-1037

DATE STARTED: 2-5-76

DATE COMPLETED: 2-5-76

TIME STARTED: 7.45

TIME COMPLETED: 8.5

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

	PERSONNEL	GRADE	LABOR COS
H.	Guerrier	5A	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

call lite. coo

MECHANIC REPORT

Repair o-K

SIGNED BY

Hugues Guerrier

REG. TIME ✓ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.04

PARTS

TOTAL AMOUNT

APPROVED BY

-95-

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 402
REQUESTED BY: Nurse
COST CENTER NO. B631
DATE STARTED: 7/5
DATE COMPLETED: 7/5
TIME STARTED: 10
TIME COMPLETED: 11 (1)
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABO COS
C. Tuckerman	B-4	

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call lite

MECHANIC REPORT

Job OK

SIGNED BY

C-T

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.45
PARTS
TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 933

REQUESTED BY: WALLACE

COST CENTER NO. 2636

DATE STARTED: 2-5-76

DATE COMPLETED: 2-5-76

TIME STARTED: 11:00

TIME COMPLETED: 11:30

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Wygand	84	304

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

FAN COIL

MECHANIC REPORT

OPENED VALVE

SIGNED BY Wygand

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.04

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: Sw Gen Rm Basement CODE NO.
REQUESTED BY: Meyer.
COST CENTER NO. 0933
DATE STARTED: 7/5
DATE COMPLETED: 7/5
TIME STARTED: 11
TIME COMPLETED: 12
APPROVED BY:
SUP. IN CHARGE:

JOB NO.

PERSONNEL	GRADE	LAB COS
1 - Tradesman	5-11	

REMARKS

☐ MATERIAL IN STOCK
☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Clean up room from flood

MECHANIC REPORT

Job Ok

SIGNED BY
CT

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.48
PARTS
TOTAL AMOUNT

APPROVED BY

86-

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 933, 2, 1, C
REQUESTED BY: Nurse
COST CENTER NO. 0656
DATE STARTED: 2/5
DATE COMPLETED: 2/5
TIME STARTED: 12^30
TIME COMPLETED: 2 (1½)
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABOR COST
C. Tuckerman	5-4	

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call Ctr.

MECHANIC REPORT

Job OK

SIGNED BY C.T.

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 14.22
PARTS
TOTAL AMOUNT

APPROVED BY

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST
40'	Hi temp.	3.20
	Misc item	1.—
		4.20

LOCATION: HK

REQUESTED BY: Jam.

COST CENTER NO. C 850

DATE STARTED: 7/6

DATE COMPLETED: 7/6

TIME STARTED: 1^{30} $2\frac{1}{2}$

TIME COMPLETED: 4

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABO COS
C. Tuckerman	S-4	

REMARKS

MATERIAL IN STOCK ☑

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Install wire

MECHANIC REPORT

Job Completed.

SIGNED BY

CT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR	23.70
PARTS	4.20
TOTAL AMOUNT	27.90

-100-

APPROVED BY

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST
15'	12/2 BX.	330
1	[illegible] Box	55
1	Recept & Plate.	1.25
		$ 510

LOCATION: HK Basement -
CODE NO.
REQUESTED BY: LT
COST CENTER NO. 2830
DATE STARTED: 2/5
DATE COMPLETED: 2/5
TIME STARTED: 2
TIME COMPLETED: 4 ②
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LABO COST
L. Tucker	S-4	

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Install outlet.

MECHANIC REPORT

Job not completed

SIGNED BY

LT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 18.96
PARTS 5.10
TOTAL AMOUNT 24.06

APPROVED BY

-101-

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

JOB NO.

PERSONNEL	GRADE	LABO COST
H Guerrier	S4	

LOCATION: 10th floor 1035

CODE NO.

REQUESTED BY: Miss Logan

COST CENTER NO. C.C37

DATE STARTED: 2-5-76

DATE COMPLETED: 2-5-76

TIME STARTED: 5:30

TIME COMPLETED: 6:00

APPROVED BY:

SUP. IN CHARGE:

REMARKS

ATERIAL IN STOCK ☐

ATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Lite out in reading area

REG. TIME ✓ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.04

PARTS

TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

OK

SIGNED BY

Hugues Guerrier

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 4-5-6 Th Floor

CODE NO.

REQUESTED BY: Major's

COST CENTER NO. 833-21

DATE STARTED: 2-6-76

DATE COMPLETED: " "

TIME STARTED: 7 o'clock

TIME COMPLETED: 3 o'clock

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LAS COS
Flores	S-1	

REMARKS

Removing handles from Radiators

MATERIAL IN STOCK ☒

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Removing handles from Radiators

MECHANIC REPORT

OK

SIGNED BY

F Flores

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 36.00

PARTS

TOTAL AMOUNT

APPROVED BY

59-F

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 4TH floor 408
REQUESTED BY: Ms Loburto
COST CENTER NO. C 6 31
DATE STARTED: February 6 1976
DATE COMPLETED: 2 - 6 - 76
TIME STARTED: 8: A.M
TIME COMPLETED: 8 30
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LABC COS
HAJBISTRON	S-1	

REMARKS

☐ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

MECHANIC REPORT

went to room 408 measured shower
to cut out shelves

SIGNED BY

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 4.80
PARTS
TOTAL AMOUNT

APPROVED BY

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 1th Fl Pantry CODE NO.
REQUESTED BY: HENDERSON
COST CENTER NO. C631
DATE STARTED: 2-5-76
DATE COMPLETED: 2-5-76
TIME STARTED: 8:20
TIME COMPLETED: 8:30
APPROVED BY:
SUP. IN CHARGE:

PERSONNEL	GRADE	LAB CO
Wygand	G-4	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

No Hot Water
PANTRY

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 304
PARTS
TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

TURNED THERMOSTAT
UP ON Kitchen Aid
UNIT

SIGNED BY
Wygand

59-F

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 83312
REQUESTED BY: Rance
COST CENTER NO. C 635
DATE STARTED: 2/6
DATE COMPLETED: 2/6
TIME STARTED: 8
TIME COMPLETED: 9 (1)
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

JOB NO.

PERSONNEL	GRADE	LASC COS
L. Tuckerman.	S4	

REMARKS

MATERIAL IN STOCK ☑
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Ceil lites

MECHANIC REPORT

Job OK

SIGNED BY

LT

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 9.49
PARTS
TOTAL AMOUNT

APPROVED BY

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: 7st FL

CODE NO.

REQUESTED BY: Anne.

COST CENTER NO. a-6-3-4

DATE STARTED: 2/4

DATE COMPLETED: 2/4

TIME STARTED: 8

TIME COMPLETED: 10 ②

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LABO COST
C. Tucker	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Americans..

MECHANIC REPORT

Job ok

SIGNED BY

LT

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 12.96

PARTS

TOTAL AMOUNT

APPROVED BY

-107-

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST
6	PAINT	7.20 EA

PERSONNEL	GRADE	LABC COS
Phil Calabrese	S 4	

LOCATION: 12 TH FL

CODE NO.

REQUESTED BY: MAJORS

COST CENTER NO. 0935

DATE STARTED: 2/6/76

DATE COMPLETED: TO BE CONT

TIME STARTED: 8 AM

TIME COMPLETED: 4 PM

APPROVED BY: one week

SUP. IN CHARGE: 3½ hrs

REMARKS

6 gal

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

paint Floor

MECHANIC REPORT

PAINTING MAINTENA

SIGNED BY

Phil Calabrese

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 232.00

PARTS 43.20

TOTAL AMOUNT 275.20

APPROVED BY

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 906

REQUESTED BY: Major

COST CENTER NO. C636

DATE STARTED: 2-5-76

DATE COMPLETED: 2-5-76

TIME STARTED: 8:00

TIME COMPLETED: 9:00

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Wygand	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Curtain Rod

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.08

PARTS

TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

Repaired As Required

SIGNED BY M Wygand

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST
4	toggle bolts	25 EA

LOCATION: 11 Floor

REQUESTED BY: Mr Dunbrey

COST CENTER NO. C 638

DATE STARTED: 2/6

DATE COMPLETED: 2/6

TIME STARTED: 8 30

TIME COMPLETED: 10 00

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Tonoe	5.4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

install 2 new

Picture in Day room

Ok now

MECHANIC REPORT

SIGNED BY

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 11.04

PARTS 1.00

TOTAL AMOUNT 12.04

APPROVED BY

59-F

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 1019

CODE NO.

REQUESTED BY: Nurse

COST CENTER NO. 0637

DATE STARTED: 2/6

DATE COMPLETED: 2/6

TIME STARTED: 9

TIME COMPLETED: 10 (1)

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LAB COS
L. Tucker	S-4	

REMARKS

☑ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call Ato

MECHANIC REPORT

Job OK

SIGNED BY

LT

REG. TIME ☑ OVERTIME ☐

INTERNAL SUMMARY

LABOR 9.48

PARTS

TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 8th Fl
REQUESTED BY: Nurse
COST CENTER NO. 0635
DATE STARTED: 7/6
DATE COMPLETED: 7/6
TIME STARTED: 10
TIME COMPLETED: 12 ②
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
L. [illegible]	S-4	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

[illegible] Oven

MECHANIC REPORT

SIGNED BY

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 19.96
PARTS
TOTAL AMOUNT

APPROVED BY

-112-

59-F

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 934
REQUESTED BY: EDER
COST CENTER NO. C 636
DATE STARTED: 2-6-76
DATE COMPLETED: 2-6-76
TIME STARTED: 1145
TIME COMPLETED: 1215
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABO COS
Wygand	5-4	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

No Heat

MECHANIC REPORT

Opened Valve

SIGNED BY
J. Wygand

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.04
PARTS
TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 5th Fl.

REQUESTED BY: Dealey.

COST CENTER NO. 0632

DATE STARTED: 2-6-76

DATE COMPLETED: 2-6-76.

TIME STARTED: 12 00

TIME COMPLETED: 1 00

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABO COS
Barrientos	E-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fix truck

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 6.08

PARTS

TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

Had to Replace Part on.

Ley.

SIGNED BY

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

LOCATION: Dental Clinic

CODE NO.

REQUESTED BY: Gil

COST CENTER NO. C 257

DATE STARTED: 2-9-76

DATE COMPLETED: 2-9-76

TIME STARTED: 12:00

TIME COMPLETED: 1:00

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LAB CO
Wygand Torre	S/	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Suction 000

REG. TIME ☒ OVER TIME ☐

INTERNAL SUMMARY

LABOR 13.44

PARTS

TOTAL AMOUNT

APPROVED BY

MECHANIC REPORT

Cleaned filter
(Very Dirty)

SIGNED BY

Wygand

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST
3	-30 watt fl..	375

PERSONNEL	GRADE	LA CO
C. [illegible]	S-4	

LOCATION: HK.

CODE NO.

REQUESTED BY: Gene.

COST CENTER NO. C 850

DATE STARTED: 7/6

DATE COMPLETED: 7/6

TIME STARTED: 12³⁰ ①

TIME COMPLETED: 1³⁰

APPROVED BY:

SUP. IN CHARGE:

REMARKS

☑ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Lites out.

MECHANIC REPORT

Job OK

SIGNED BY

CT

☑ REG. TIME ☐ OVER TIME

INTERNAL SUMMARY

LABOR 9.48

PARTS 3.75

TOTAL AMOUNT 13.23

APPROVED BY

59-F

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST
	one spring	.60

LOCATION: 9Floor
REQUESTED BY: Mr. Silva
COST CENTER NO. 0636
DATE STARTED: 2/6 76
DATE COMPLETED: 2/6/76
TIME STARTED: 7 00
TIME COMPLETED: 7 30
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
[illegible] Joe	S-4	

REMARKS

☐ MATERIAL IN STOCK
☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Fix table

MECHANIC REPORT

Rep table for Room 906

table OK

SIGNED BY

REG. TIME ☐
OVER TIME ☐

INTERNAL SUMMARY

LABOR	3.68
PARTS	.60
TOTAL AMOUNT	4.28

APPROVED BY

59-F

MAINTENANCE JOB SHEET

JOB NO.

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 6th Fl.

CODE NO.

REQUESTED BY: Miss Vickers

COST CENTER NO. 0633

DATE STARTED: 2-6-76

DATE COMPLETED: 2-6-76

TIME STARTED: 3-

TIME COMPLETED: 3^{30}

APPROVED BY:

SUP. IN CHARGE:

PERSONNEL	GRADE	LAB COS
Barrientes	S-4	

REMARKS

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Bed crank

MECHANIC REPORT

Supply (2) Screws for Bed Crank

SIGNED BY

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.04

PARTS

TOTAL AMOUNT

APPROVED BY

QTY.	PART NO. OR DESCRIPTION	UNIT COST

MAINTENANCE JOB SHEET

JOB NO.

LOCATION: Room 1035

REQUESTED BY: Mrs Joseph

COST CENTER NO. 2637

DATE STARTED: 2/6/75

DATE COMPLETED: 2/6/75

TIME STARTED: 300

TIME COMPLETED: 330

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
Toman	8.4	

REMARKS

☐ MATERIAL IN STOCK

☐ MATERIAL NOT IN STOCK

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Bed crank

MECHANIC REPORT

Rep Bed Crank in Room 1035

SIGNED BY

REG. TIME ☐ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.68

PARTS

TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 6th flor 633
REQUESTED BY: miss Johns
COST CENTER NO. C.633
DATE STARTED: 2-7-76
DATE COMPLETED: 2-7-76
TIME STARTED: 6.00
TIME COMPLETED: 6.30
APPROVED BY:
SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LAE CO
H. Guerrier	S.4	

REMARKS

REPAIR ORDER – LABOR INSTRUCTIONS

Call lite

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 3.04
PARTS
TOTAL AMOUNT
APPROVED BY

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

MECHANIC REPORT

ok

SIGNED BY
Hugues Guerrier

B NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 9th floor 933

REQUESTED BY: Miss Jackson

COST CENTER NO. C. 136

DATE STARTED: 2-7-76

DATE COMPLETED: 2-7-76

TIME STARTED: 6^{30}

TIME COMPLETED: 7^{00}

APPROVED BY:

SUP. IN CHARGE:

CODE NO.

PERSONNEL	GRADE	LABOR COST
H. Guerrier	S.4	

REMARKS

hot water valve was off

MATERIAL IN STOCK ☐

MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

no heat in room 933

MECHANIC REPORT

opened hot water valve
Turned fan coil unit on
OK

SIGNED BY

Hugues Guerrier

REG. TIME ☑ OVER TIME ☐

121

INTERNAL SUMMARY

LABOR 3.04

PARTS

TOTAL AMOUNT

APPROVED BY

JOB NO.

MAINTENANCE JOB SHEET

QTY.	PART NO. OR DESCRIPTION	UNIT COST

LOCATION: 11th Floor 1181
REQUESTED BY: Mss Skampi
COST CENTER NO. C 6 58
DATE STARTED: 2/7/76
DATE COMPLETED: 2/7/76
TIME STARTED: 4.30 pm
TIME COMPLETED: 5:00 pm
APPROVED BY:
SUP. IN CHARGE:
CODE NO.

PERSONNEL	GRADE	LABO COS
Ramon Rivera	S1	

REMARKS

MATERIAL IN STOCK ☐
MATERIAL NOT IN STOCK ☐

SIGNED BY

REPAIR ORDER – LABOR INSTRUCTIONS

Call Lite

MECHANIC REPORT

OK

SIGNED BY

Ramon Rivera

REG. TIME ☑ OVER TIME ☐

INTERNAL SUMMARY

LABOR 2.40
PARTS
TOTAL AMOUNT

APPROVED BY

-122

Respondents
Q7

PROMOTIONAL POLICIES and PREPARATION FOR PROMOTION 21.0

Employees are encouraged and assisted to prepare themselves for promotion. 21.1

Vacancies which can be filled by promotion from persons already employed will be so filled, if the candidate for such promotion is the best qualified applicant. 21.11

Employees who wish to be considered for promotion should make their wishes known to their Department Head or Supervisor if the desired promotion is intra-departmental, and to the Personnel Director if interdepartmental. 21.2

An employee may approach the Department Head of another Department into which he desires promotion. 21.21

An employee may approach the Personnel Director with a request for promotion either to a specific job, or to an unspecified job for which special training, education or aptitude may qualify him. 21.22

The Personnel Director shall bring such an employee to the attention of a Department Head who has an appropriate vacancy. 21.221

In all cases, the employee desiring promotion should be told the standards for the job, and instructed as to the training, education and special abilities required for it. 21.23

A Department Head or Supervisor may not approach an employee in another department with a proposal for promotion without obtaining prior permission from the employee's current Department Head. 21.3

Before requesting such permission the Department Head may examine the personnel records of the employee in the Personnel Office. 21.31

Respondent's 8

Date Posted June 16, 1975

E.O. 11701

JOB OPENINGS

The Long Island College Hospital
340 Henry Street
Brooklyn, New York 11201

TITLE	OPENINGS	SALARY	HOURS	EDUCATION & EXPERIENCED R
Plant Manager	1	362./wk.	8am-4pm	Must be an experienced, licensed stationary or Marine Engineer with Refrigeration license and supervisory experience.
Internal Auditor	1	13 - 15 K	9am-5pm	BS/BBA Accounting, 2 years financial and operational auditing. Must have good written and verbal skills. E.D.P. exposure helpful.
Speech Pathologist	1	263/wkly.	9am-5pm	Only candidates with CCC will be considered. Experience with diagnosis and treatment of children is essential. Bi-lingual, Spanish - English highly desireable.
Ambulance Driver	1	281/wkly.	Variable	Must have Red Cross Standard and Advanced, New York State MET, N.Y.S. Chauffeur's License. Must drive standard shift, have recent hospital experience as Ambulance Driver and be able to work 12 hour rotating shift.

(Contact Mr. W. O'Connor or Mr. L. Gregorio (212) 780-1862)
AN EQUAL OPPORTUNITY EMPLOYER M/F

Respond
9

JOB OPENINGS

April 27, 1972

TITLE	OPENINGS	HOURS	SALARY	EDUCATIONAL & EXPERIENCE REQUIRE
Accounting, Clerk, Jr.	1	9-5	$130-140	Type 30 WPM, basic bookkeeping, good at figures, ability to us adding machine
Ambulance Attendant	1	7-7 (60 Hrs)	208.00 (inc. O.T.)	Red Cross Card, N.Y.C. MET Lice
Caseworker	1	9-5	220-264	MSW, HCSW 1+ yrs, experience with retarded children, Spanis speaking preferred.
Fireman	1	variable	165.00	1+ yrs experience maintaining both steam pressure, checking water levels & equipment maintenance.
Research Asst.	1	9-5	158.00	1 yr. as methadone maintenanc patient and 6 mos. continous experience on a job
Counsellor	1	9-5	200.00	BA/BS Behavorial Science 1+ yrs. experience as a counsell prefer drug coinselling
Security Guard	1	Midnight 8 A.M. (wkends inc.)	130.00	Security experience preferre Current operators license.

Respondents
10

THE LONG ISLAND COLLEGE HOSPITAL

JOB OPENINGS

MARCH 21, 1972

TITLE	OPENINGS	HOURS	SALARY	EDUCATIONAL & EXPERIENCE REQ.
Stationary Engineer	2	variable	$249-292	N. Y.C. License
Credit Interviewer	1	9-5	151-163	Some college or evening student, Spanish speaking preferred [illegible] experience, preferably in hospital
Central Service Aide	1	8-4	130.	read and write English
Secretary	1	9-5	165.	Type 50 WPM steno 80 WPM High School graduate
Inventory Clerk	1	8-4	165-173	2 yrs. experience stock control knowledge of inventory control system.
Medical Typist (P.T.)	1	variable	82.-86.	Type 50 WPM know medical terminology
Caseworker	1	9-5	220-264	MSW, ACSW 2+ yrs. experience with retarded children, Spanish speaking preferred.
Casework Supervisor (P.T.)	1	variable	133.139.50	MSW CSW 2yrs. experience, supervisory
Ambulance Driver	2	7-7	224.(inc.O.T.)	N.Y. chauffeur license Standard or Advanced Red Cross Certificate, N.Y.C. Medical Emergency Technician License 2+ yrs. experience

Please call M. Fields or M. Cohen 780-1343

Respondent's Ex 11

THE LONG ISLAND COLLEGE HOSPITAL - PERSONNEL RECORD CARD

SOC. SEC. # 584-07-0701

NAME Rodriguez Maximino ADDRESS 87 Sackett St Bklyn. 11231

DATE	ACTION	TITLE / TITLE C[illegible] #	POSITION CODE	DEPARTMENT	G/S	SALARY
7/1/74	B/c	Helper (844)	834-14	Eng	53-3	195
9/1/74	B/c				53-3	208-
9/23/74	Title/Grade Change	Maint Man (815)	834-14		54-2	221
9/74	E/O					
7/1/75	B/c				54-2	236
9/22/75	Eval				54-3	242

F-10-2M-H.S.P.

NAME Rodriguez Maximino S.S. # 584-07-0701

ADDRESS 87 Sackett Street, Brooklyn, New York 11231 TEL. NO. None

CHANGE OF ADDRESS

PHYSICAL: DOCTOR, SEROLOGY, X-RAY, STOOL

INSURANCE: A.H.S. YES NO; SURGICAL YES NO

ABILITY | APPLICATION | COOP

HABITS | APPEARANCE

DEPENDABILITY | ATTENDANCE | RE-EMPLOY

REMARKS:

EFFECT. DATE	POSITION	SALARY	CODE NO.	EFFECT. DATE	POSITION	SALARY	CODE NO.
1-22-63	Houseman B Gr. 1-1	$73.50	15-156	12/22/69	Eval N/3 Laborer	107-	83110
7/22/6[illegible]	GR1-2	76.50		6/22/70	BC	122-	
9/2/68	BC	88-		6/22/70	BC N/3	125	834-26
12/22/68	1/2	90		7/2/70	Transfer		
[illegible]	To Elevator Operator	90-		[illegible]	Promotion 0/1 Helper	128-	
				9/21/70	Evaluation	0/2	132
12/22/69	BC 0/2	104-		7/1/71	B/C	0/2	144-
				9/20/71	Eval-Freeze	0/3 11/5	148-
9/29/69	Transferred to Engineering Electrician Helper N/2	104-	832				

EMPLOYER'S NAME	POSITION	EMPLOYER'S NAME	POSITION
ST. NO.	FROM	ST. NO.	FROM
CITY	TO	CITY	TO
REMARKS:		REMARKS:	

PERSON TO NOTIFY IN CASE OF EMERGENCY

NAME Cruz Rodriguez

ADDRESS 87 Sackett St Bklyn

TEL. None RELATIONSHIP wife

AGE 19	HEIGHT	WEIGHT	EYES Br	HAIR Bk	COMPLEXION
BIRTHPLACE		RELIGION	MARITAL STATUS M	DEPENDENTS 4	TRADE OR PROF Hslg

DOB 7/31/48

I, THE UNDERSIGNED, ACCEPT EMPLOYMENT AS STATED HEREON.

Maximino Rodri
SIGNATURE OF EMPLOYEE

7-3-72 BC S2/3 — 156—

9/18/72 Eval. ~~S2-4 161~~ Not granted

10-2-72- Promoted Maintenance Man (S18) 165-

834-14 S3-2

fills grade S4 job.

2/73 E/O special request

7/2/73 B/C S3-2 173—

11/5/73 Special Reqst Eval (accidentally not sent for 10/73)

9 11/1/73 Merit Increase (Implemented 11/1/73) S3-3 179

1/1/74 B/C S3-3-185- Helper (SH)

THE LONG ISLAND COLLEGE HOSPITAL – PERSONNEL RECORD CARD

Respondent SOC. SEC. # 064-36-9402

NAME Stanley Sealey

ADDRESS 394 Lincoln Place ~~684 Ralph Ave.~~ Bklyn NY 1123

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
11/13/74	Transfer (emp 1/14/75)	Laborer (804)	831-24	Eng. [illegible]	52-5	204
1/21/75	TRANSFER		833-19	PA		
7-1-75	B/C				52-5	219
10/75	E/O					

NAME

CCT. 802-04 681 Ralph Ave - Bklyn [illegible] H.S.P.

NAME Sealey, Stanley 11212 S.S. # 064-36-9402

ADDRESS ~~[illegible]~~ Bklyn, N. Y. TEL. NO. PR 2-1830

CHANGE OF ADDRESS ~~183 [illegible] Bklyn [illegible] 11217~~ ~~[illegible]~~

PHYSICAL
DOCTOR
SEROLOGY
X-RAY
STOOL

INSURANCE
A.H.S. YES NO
SURGICAL YES NO
C-11

ABILITY APPLICATION COOP
HABITS APPEARANCE
DEPENDABILITY ATTENDANCE RE-EMPLOY

REMARKS: 7/3/2
10/6/2
10/2/5 [illegible] "[illegible] Garnishee"

EFFECT. DATE	POSITION	SALARY	CODE NO.	EFFECT. DATE	POSITION	SALARY	CODE NO.
2/15/62	FdServWkr. B	$60.-	P-7251 187	MAR 7 1966	BC	73.75	
4/1/63	Gr1-2	64.50	P7251 187	4/11/66	To →		POST
1/1/64	Increment Gr 1-3			1/3/67	Gr 1-5	76.50	
JAN 1 1964	BC			1/23/67	BC	80.25	
1/1/65	Increment	~~67.50~~		10/23/67	Promotion Cook B Gr 3-2	87	
	BC Gr 1-4 Increment Denied	68.00	7251 187	1/1/68	BC	92.25	
	Gr 1-3			9/5/68	BC	100	
1-3-66	Increment Gr. 1-4	70.50	P7251 187	10/01/68	3-3	104	

Sealey, Stanley B.

EMPLOYER'S NAME	POSITION	EMPLOYER'S NAME	POSITION
ST. NO.	FROM	ST. NO.	FROM
CITY	TO	CITY	TO

REMARKS:

REMARKS:

PERSON TO NOTIFY IN CASE OF EMERGENCY

NAME

ADDRESS

TEL. RELATIONSHIP

AGE	HEIGHT	WEIGHT	EYES	HAIR	COMPLEXION
BIRTHPLACE 3/25/42	RELIGION	MARITAL STATUS S	DEPENDENTS	TRADE OR PRO	

I, THE UNDERSIGNED, ACCEPT EMPLOYMENT AS STATED HEREON.

SIGNATURE OF EMPLOYEE

6/03/69 0-2 1[illegible]—

6/03/68 0-3 118—

Cook JR. 80204

10/20/69 Evaluation By Default 0/4-122—

6/[illegible]/70 BC 0/4 139—

6/22/70 BC 0/4 141

10/19/70 Eval 0/5 146

7/5/71 BC 0/5 159

10/20/71 Eval Only 05 - 159

7/3/72 BC S2/5 167

[illegible] Eval Only [illegible] 167

[illegible]/73 BC S2-5 175—

10/22/73 Eval Only S4/5 17[illegible]

1/1/74 BC S2/5 181

7/1/74 BC S2/5 191

7/1/74 BC S2-5 204

7/1/[illegible] Trans to [illegible]

S02-18

1/1/74 [illegible]

Respondent's

THE LONG ISLAND COLLEGE HOSPITAL – PERSONNEL RECORD CARD

SOC. SEC. # 583-26-3182

Tel: none

NAME RIVERA, Jose

ADDRESS ~~213 23rd St. Bklyn 112~~
138 E 35 St - B'lyn, NY
11203

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
1-8-73	Employed	Porter 805	850-33	Housekeeping	S1/1	137.00
7/2/73	BC				S1/1	145.00
9/9/73	Eval				S1-2	149 –
1/1/74	B/C				S1-2	155
5/13/74	Title Change	HK Wkr (805)				
7/1/74	B/C				S1-2	167 –
7/8/74	~~[illegible]~~ B/C				S1-3	175 –
7/8/74	Eval adj per 1/23/75	eff 1/27/75			S1-3	178 –
1/27/75	Transfer / Title Change (eff 3/4/75)	LABORER (804)	836-23	Engineering	S1-3	178
4/21/75	Transfer		836-21			
7-1-75	B/C				S1-3	193
7/7/75	Eval NG–				S1-4	

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
7/1/[illegible]	BC		14			
7/1/74	BC				S1-5	175
7/26/74	Transferred		834-25			
7/1/74	B/C		834-28		S1-5	187
9/23/74	Grade/Title Change	Helper (844)			S3-1	195
11/74	E/O					
1/21/75	TRANSFER		834-24			
7-1-75	B/C				S3-1	210
9/22/75	Eval				S3-2	211

PERSON TO NOTIFY IN CASE OF EMERGENCY

NAME Cesario Vegad

ADDRESS Same

TELEPHONE Same RELATIONSHIP Uncle

DATE OF BIRTH	HEIGHT		WEIGHT
1916			
EYES	HAIR	MARITIAL STATUS	DEPEND.

I, THE UNDERSIGNED, ACCEPT EMPLOYMENT AS STATED HEREON.

SIGNATURE OF EMPLOYEE

THE LONG ISLAND COLLEGE HOSPITAL – PERSONNEL RECORD CARD

SOC. SEC. # 120-24-[illegible]

NAME Clotildo Marquez

ADDRESS 235 Hoyt St. Bklyn 11217

20 yr [illegible] - 1973

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
1953	D.O.H.					
1/1/68	BC					85.25
9/1/68	BC					95
6/23/69	BC	ELEVATOR OPERATOR	511-01	ELEV. OPERATION	N/5	115
1/22/70	BC				N/5	130
6/12/70	BC				N/5	135
11/70	Evaluation only					
7/5/71	B/C				N/5	155
11/1/71	EVAL. ONLY					
7-3-72	BC				S1/5	15[illegible]
11/72	E/O					
7/2/73	B/C				S1-5	160
11/73	Eval only					
1/1/74	B/C	Laborer (804)			S1-5	166

NAME

[illegible]	POSITION OR SALARY CHANGE	SALARY	DEPTS. APPROVAL	
[illegible]	[illegible] to Helper Wiper	75.00	II	5/1C
[illegible]	Salary Decrease	30.00	II	1/1C
51	Salary Increase	90.00	2K1C	20
5/52	Rehired - Coal Passer	120-	2E	7-1
11/52	Salary Change	140 -	261A	18
3/53	Boiler Room [illegible]	190 -	~~251A~~	16
54	Sal. Chg.	50 -	72511	-
55	" "		7241-15 21	
	[illegible] to Porter		[illegible]	
56	Discharged	50	73111	
		46.00	121	
[illegible]	Rehired Gr. 1 St. 1.	43.00	73111	-
1-58	— " 2	45.00	120	
[illegible]	— " 3	47.00		

MENT AS STATED HEREON.

SIGNATURE OF EMPLOYEE

CHANGE OF ADDRESS

55 235 HoyT st Bk. TEL.

2 5 1959 TEL. 50.00

11/13/59 Gr. 1 St. 4 TEL. 52.00

rela.

ABSENCE DUE TO ILLNESS			INJURED AT WORK	
FROM	TO	NO. OF DAYS	DATE OF INJURY	NO. DAYS ABSENT
Too many wage assignment				
4/6/60	BC	Gr. 1 St. 3 -		
11/1/60		Gr. 1 St. 4 -		
[illegible]	7. Elev. Opr. Gr. 1	1-5-[illegible]		
[illegible]	BC			62.75
[illegible]	BC			[illegible]

CHECK-UP

REFERENCE

1. 55.75

REPORT

57.75

REFERENCE

77-411-35-5

DEC 30 1963

TELEP.

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
1-1-73	Change in grade to conform with new scale			Responsib 15	S3-1	159 —
7/2/73	BC				S3-1	167
7/2/73	Eval				S3-2	173
1/1/74	BC	HELPER (844)			S3-2	179 —
7/1/74	~~Eval~~ BC				S3-3	189 —
7/1/74	~~BC~~ Eval (due 7/1/74)				S3-3	195
7/1/74	BC				S-3-3	208
9/23/74	Grade Title Change	Maint Man (Plumber) 815	836-18		S4-1	213
4/21/75	TRANSFER		831-18			

7-1-75 Sh — S4-1 228

[illegible]/75 Eval — S4-2 [illegible]

PERSON TO NOTIFY IN CASE OF EMERGENCY

NAME Paul Vasquez

ADDRESS 770 E. 180th St. BRONX

TELEPHONE

RELATIONSHIP Brother

DATE OF BIRTH	HEIGHT	WEIGHT
5/31/43		

EYES	HAIR	MARITIAL STATUS	DEPEND.

I, THE UNDERSIGNED, ACCEPT EMPLOYMENT AS STATED HEREON.

SIGNATURE OF EMPLOYEE

THE LONG ISLAND COLLEGE HOSPITAL – PERSONNEL RECORD CARD

SOC. SEC. # 051-36-4734

NAME MONSERRATE Vasquez

ADDRESS ~~204 Coulter St. Bklyn~~ 11211
85 ~~[illegible]~~ Taylor St. - Blyn 11211

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
11/20/64	O.U.H.					
1/1/68	BC	PORTER	15-110	Housekeeping	1/4	82.25
5/13/68	Evaluation				1/5	85.25
9/2/68	BC					93 –
6/23/69	BC	NIGHT	830-18 (818)		N/5	115 –
5/11/70	Evaluation only					
6/22/70	BC				N/5	120 —
6/22/70	BC				N/5	133 —
5/71	Eval only					
9/5/71	BC				N/5	145 —
8/23/71	Transfer	Laborer	536-6	Engineering		
5/72	Eval only					
1-3-72	BC				S1/5	15[illegible]
10-3-72	transfer - title change	Plumber (822)	536-15			

Respondents 16

THE LONG ISLAND COLLEGE HOSPITAL – PERSONNEL RECORD CARD

019-8024

SOC. SEC. # 110-44-2224

NAME Erick Dandy

ADDRESS 142-20 130th Avenue
Queens, New York 11436

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALA
1/10/72	Employed	Maintenance Helper	831-08	Engineer-	N/1	130.
		844 ~~1??~~		ing		[illegible]
1/10/72	Transfer	CSS Aide (F3?)	625-15	Central Service		
7/1/72	B-C.				S/1	137—
7/10/72	Eval				S/2	141
[illegible]/73	Eval.				S/3	145
7/1/73	BC				S/2.	149
7/1/73	Eval NG					
1/1/74	B C				S/2	15
1/1/75	B/C				S/2	16
7-1-74	B/C				S/2	
7/1/75	B/C				S/2	180
7/7/75	Eval [illegible]				S/3	19
					S/2	

NAME

Respondent's Exh. 17

THE LONG ISLAND COLLEGE HOSPITAL – PERSONNEL RECORD CARD

SOC. SEC. # 074-47-4[illegible]

no phone

NAME Wilfred. Franco.

ADDRESS ~~[illegible]~~
622 Beach 67 St Rockaway N.Y. 11692
Tel 453-2099

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
6/17/68	DOH	[illegible]	[illegible]	Engineering	[illegible]	[illegible]
9/2/68						[illegible]
6/23/69					N/1	[illegible]
9/1/69	Title Change	Elect Cust.	83616			
9/1/[illegible]	Eval				N/2	[illegible]
6/22/7[illegible]	BC				N/2	[illegible]
6/22/70	BC				N/3	128 -
6/22/70	Promotion	Helper Sp	83615		P/1	129
9/21/70	Eval				P/2	144 -
7/1/71	B/C				P/2	15[illegible]
9/20/71	Eval - Prog	[illegible]			P/3	163
[illegible]	BC				S3/3	171 -
5/4/72	Military L.O.A. [illegible]	[illegible] 7/3		13 [illegible] 8/1/72		
8/4/72	LOA changed to [illegible]	[illegible]				

DATE	ACTION	TITLE / TITLE CODE #	POSITION CODE	DEPARTMENT	G/S	SALARY
4/7/75	Rehire as New Hire	HKW 805	850 33	HK	S1-N	165
7-1-75	B/C				S1-N	180
10/6/75	Eval				S1-1	186

PERSON TO NOTIFY IN CASE OF EMERGENCY

NAME FLERIDA FRANCO

ADDRESS 472 MARION ST - BKLYN

TELEPHONE 453-2099 RELATIONSHIP Mother

10-10M-ADOPTED 9/71 T.C.

DATE OF BIRTH		HEIGHT	WEIGHT
5-1-50		5'5	120
EYES	HAIR	MARITAL STATUS	DEPEND.
Brown	Black	M	3

I, THE UNDERSIGNED, ACCEPT EMPLOYMENT AS STATED HEREON.

Wilfred Franco
SIGNATURE OF EMPLOYEE

Respondent's
18

NATIONAL LABOR RELATIONS BOARD
REGION 2
Federal Building, Room 3614, 26 Federal Plaza
New York, New York 10007
Telephone 264-0300

June 27, 1975

JULY 1, 1975

Maintenance Division of the Building and
Construction Trades Council of Greater
New York, AFL-CIO
211 East 43rd Street
New York, N. Y. 10017

Re: The Society of New York Hospital

Case No: 2-CA-13708

Gentlemen:

The petition in the above-captioned case, requesting an investigation and certain action under Section 9 of the National Labor Relations Act, has been carefully investigated and considered.

As a result of the investigation, it appears that further proceedings are not warranted.

The evidence does not tend to establish that the above-named Employer violated the National Labor Relations Act as alleged by you. The investigation establishes that although the New York State Labor Board issued a certification and bargaining order to your organization on January 13, 1971 and March 5, 1971 respectively, the Appellate Division of the Supreme Court of the State of New York remanded for further hearing to the said New York Board the question of the appropriateness of the certified unit. Thereafter the State Board commenced hearing on the remanded issue but on March 18, 1975, pursuant to Public Law 93-360 (1974) which provided for federal preemption in the health-care industry, it terminated its proceedings.

We have considered the record developed in the State Board proceeding together with the congressional mandate regarding undue proliferation of bargaining units and the Board's determination on unit issues in the industry, and have concluded that a separate unit of skilled maintenance employees which you are seeking is inappropriate. Shriners Hospitals For Crippled Children, 217 NLRB No. 138, Four Seasons Nursing Center, 208 NLRB No. 50. Accordingly, I have concluded that the Employer's refusal to recognize and bargain with you does not constitute a violation of the Act. I therefore am refusing to issue a complaint in this matter.

GPO 938-488

Pursuant to the National Labor Relations Board Rules and Regulations, any party may obtain a review of this action by filing an appeal with the National Labor Relations Board, Washington, D. C. 20570. A copy of such appeal must be served upon each of the other parties to the proceeding and upon me. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal (8 copies) should be filed with the Board in Washington, D. C. 20570 by the close of business on July 10, 1975, except that the Board may, upon good cause shown, grant special permission for a longer period within which to file. The request for extension of time should be submitted to the Board in Washington, and a copy of any such request for extension of time should be submitted to me and to the other parties to this proceeding.

Very truly yours,

Sidney Danielson

Sidney Danielson
Regional Director

REGISTERED MAIL
R.R.R.

cc: National Labor Relations Board
Washington, D. C. 20570

The Society of New York Hospital
525 East 68th Street
New York, N.Y. 10021
Att: Mr. Bertram

Kelley, Drye & Warren
350 Park Avenue
New York, N.Y. 10022
Att: Martin D. Heyert, Esq.

Corcoran & Brady
11 Park Place
N.Y., N.Y. 10007
Att: Robert D. Brady, Esq.

General Counsel would like to offer into evidence General Counsel's Exhibit 1, being the formal documents in this proceeding. They are lettered 1-A through 1-I, 1-I being the index and description of formal documents, copies of which have been given to the parties.

MR. HEYERT: May I see them?

(Document handed to counsel.)

MR. HEYERT: Respondent has no objection to the formal papers.

JUDGE MILLER: Charging Party?

MR. KILHENNY: No objection.

JUDGE MILLER: To backtrack and get the appearances on the record which I missed, Mr. Friedman, for General Counsel, please?

MR. FRIEDMAN: For General Counsel, Joel H. Friedman.

MR. KILHENNY: For Charging Party, Thomas Kilhenny, Vladeck, Elias, Vladeck & Lewis, 1501 Broadway.

MR. HEYERT: For the Respondent, Kelley, Drye & Warren, by Martin D. Heyert and Ro~~bert~~ger J. Karlebach, 350 Park Avenue, New York, New York 10022.

JUDGE MILLER: Formal papers are received.

(Documents heretofore marked as General Counsel's Exhibit 1 for identification, received in evidence, as of this date.)

hearings, so any time you want to speak up or object to make a point, please do so.

MR. HEYERT: Your Honor, since we are taking in that piece of paper, in our discussion--correct me if I am wrong--Mr. Friedman and Mr. Kilhenny, I understood that both counsel for the General Counsel and counsel for the Charging Party were willing to stipulate, subject to their correction, that in the Service Unit election that the State Board conducted on the same day that they conducted the election referred to in General Counsel's Exhibit 2, the result was 151 for Local 144 and 309 against Local 144.

MR. FRIEDMAN: I would so stipulate subject to correction on the numbers.

JUDGE MILLER: Let me make sure I understand that. The same time there was the election resulting in the certification that is before me, there was an election in a broader unit of Service Employees where the union lost?

MR. HEYERT: That is correct, Your Honor.

MR. FRIEDMAN: Just to clarify, that was Service and not including--in other words, that is separate--

MR. HEYERT: The State Board, as Your Honor will see, conducted a self-determination election for the maintenance employees which, depending on the results, has always maintained that the unit that the New York State Labor Board certified some twelve years ago was inappropriate for collective bargaining.

We believe, Your Honor, that that certification is so stale that it has no longer any validity and cannot be relied on to support in a prima facie case on the part of the General Counsel in this proceeding.

There have been many changes in the organization and structure of the Long Island College Hospital and I think the General Counsel must show the unit position now that he claims is appropriate and which the hospital denies, as part of his case.

I might say, Your Honor, that before the National Labor Relations Act became effective with respect to hospitals, the Long Island College Hospital maintaining at bargaining sessions its position that the unit was inappropriate, met and bargained in good faith with the union, and there is no allegation it did not was.

After the National Act became effective in a case extraordinarily similar to the one at bar now, the Regional Director for Region 2 refused to issue a Complaint in a similar refusal to bargain, refusal to honor State certification case in a maintenance unit just like this unit.

The reason I know, Your Honor, is that we represented the Hospital in that case, and having received the good news from Sidney Danielson, who was then Regional Director of Region 2, we advised our client that he should--it should cease bargaining with 144 on the ground that under the National Labor Relations Act, the unit was inappropriate, and we have maintained that position ever since, and that is where the case is.

If they claim the unit is appropriate, it is up to the General Counsel to prove it to be so.

JUDGE MILLER: All right. I think I understand the issues.

MR. FRIEDMAN: Your Honor, as previously stated, General Counsel at this point, and based upon the pleadings, would rest its affirmative case.

JUDGE MILLER: Very well.

Mr. Heyert?

MR. HEYERT: I move to dismiss the Complaint, Your Honor, on the ground that General Counsel has failed, and indeed has not even attempted, to establish a prima facie case.

The pleadings correctly set forth the date of the certification, which was in 1964, twelve years ago. Changes have happened and it is up to him to prove what the situation is now.

JUDGE MILLER: All right, I will deny your motion to dismiss.

Very briefly, if there are changes, I will receive evidence as to changes in the unit composition or operation since the original certification, but I think that is part of your defense.

I think as Board law stands today, had you actually been in a collective bargaining relationship with the union since '64, since that certification, and now were to raise this defense, your defense would not have merit and General Counsel would have established a prima facie case.

I think on the pleadings there is a prima facie case and I think with that we will proceed with whatever evidence you have.

MR. HEYERT: Your Honor, with exception to your ruling, of course, we will show why the unit General Counsel claims is appropriate for collective bargaining is indeed not appropriate.

The first witness is Stanley Fein.

Whereupon,

STANLEY FEIN

called as a witness, having been first duly sworn by Judge Miller, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. HEYERT:

Q Mr. Fein, would you please tell us who employs you, please?

A Long Island College Hospital.

Q And how long has the hospital employed you?

A Since December, 1968.

Q What job do you hold?

A Presently, Associate Administrator in charge of Support Services.

Q And how long have you held that job?

A About a year and a half.

Q Would you tell us what the duties of your job as Associate Administrator are?

A I am completely responsible for all support services in the hospital, which include engineering, maintenance, laundry, housekeeping, security and non-patient transportation.

Q What job did you hold at the hospital before you became Associate Administrator for Support Services?

A Director of Engineering.

Q And what were the duties of your job there?

A At that time I was responsible for the engineering, maintenance, and plantoperations functions.

Q That function now reports to you in your present job, is that correct?

A It does.

Q Did you hold a job before you were Director of Engineering?

A The original job I held in the hospital was Chief Engineer.

Q Could you tell us what the Long Island College Hospital is?

A The Long Island College Hospital is a 567 bed voluntary hospital located downtown Brooklyn area, general acute care hospital, teaching hospital, has many clinics and outlying health centers to the community.

MR. HEYERT: May I have this document marked for identification, Your Honor?

(Document marked Respondent's Exhibit No. 1 for identification, as of this date.)

MR. HEYERT: Off the record.

JUDGE MILLER: Off the record.

(Discussion off the record.)

JUDGE MILLER: On the record.

Q Mr. Fein, I am handing you Respondent's Exhibit No. 1 for identification. Please tell us what that is.

A This is the current formal hospital organiza[illegible] chart.

Q And you are shown there as the Associate Administrator for Support Services, is that correct?

A That is correct.

Q Does it show to whom you report?

A It does.

Q And who is that?

A Mr. William Klein, who is the Executive Director and Chief Administrator of Office.

Q And does it show the various other associate directors on line with you?

A It does.

Q And the assistant directors in the various departments under each?

A It does.

MR. HEYERT: I offer Respondent's Exhibit 1 in evidence.

MR. FRIEDMAN: Your Honor, I just have one question, if I may, please, on voir dire.

JUDGE MILLER: Okay.

VOIR DIRE EXAMINATION

BY MR. FRIEDMAN:

Q Mr. Fein, when was this chart prepared?

A When it was prepared? It is effective April 30, 1975. I think it was prepared sometime in March, '75.

Q And does the hospital, in other words, prepare these charts in the normal course of its operations?

A Well, what they would do occasionally is they would modify the chart if there is a change that would affect the chart so that the chart is up to date at any time.

This chart hasn't been changed in over a year.

MR. FRIEDMAN: I have no further questions.

MR. KILHENNY: No questions.

JUDGE MILLER: Received.

(Document marked Respondent's Exhibit 1 for identification, received in evidence, as of this date.)

BY MR. HEYERT:

Q Who is responsible for the overall administration of the hospital's laundry department?

A I am.

Q And do you know what kind of employees are in that area?

A Basically laundry workers.

Q And what do they do, more or less?

A Their job is specifically to process the laundry on a day-to-day basis that is generated in the hospital.

MR. FRIEDMAN: Your Honor, at this point I would object and in effect take outstanding objection to questioning going to the attempting to establish merely the present appropriateness or inappropriateness of the unit.

I think the only relevant question here is whether there has been any substantial change since the State Board found that unit to be appropriate.

MR. HEYERT: I disagree, Your Honor. I think we have a right to show and indeed the only way we can show the appropriateness, since you placed the burden on us, is by showing how the hospital is organized and how its various services function.

We will, of course, point out as we go along certain changes that have taken place, and indeed, their significance.

What I am attempting to show by the question I have just put to the witness, to which General Counsel has objected, is common supervision.

JUDGE MILLER: All right. I am going to overrule your objection, and, of course, you have a standing objection to this entire line of questioning.

I think I ought to say for the record at this point that I am going to allow fairly broad litigation on the unit, with particular emphasis, I hope, on how it has changed since the certification, because I think that is really what would appear to me at this moment to be the crucial question.

But I am going to allow you great latitude to litigate on the unit, and so doing without a long period of time, without assigning blame to one side or the other for the delay since the original certification.

I think the Board may consider this somewhat unique because of the period of time. I may not. I want a full record before me and then before the Board on that question.

I at this point haven't the faintest idea how I will come out on it. So with that, you have a standing objection to this line of questioning.

Proceed.

Let me just correct one thing. I am not sure that what I have placed upon you is a burden of proof or a burden of going forward at this point. I don't want to get into legal technicalities, whether it is burden of proof or not. Let's proceed from there.

MR. HEYERT: I am just not willing to hazard the matter upon a demurrer demerit, Your Honor. Lord Cooke cautioned against that years ago.

BY MR. HEYERT:

Q What do the employees in the laundry department do, Mr. Fein?

A They are responsible on a day-to-day basis for the processing of all of the general laundry in the hospital that is processed through patients, clinics and medical officers.

Q And do you also have direct responsibility for the housekeeping department?

A Yes.

Q What do the housekeeping employees do?

A Generally, they are responsible for the day-to-day housekeeping functions throughout the hospital, which includes all of the rooms in the hospital or the offices, floors, stairways, halls, outlying buildings and grounds.

Q How are these people classified?

A They are classified as housekeeping workers, maids, porters, supervisors.

Q Does the security department also report to you?

A It does.

Q And what is the function of that department?

A Basically, it is to keep the law and order and to keep the patients and all employees safe. It is essentially protecting the hospital from incoming people who don't belong in the building, and it also has responsibility for fire watches and to make sure of the security or safety of the hospital.

Q Does the hospital have parking lot attendants?

A Yes.

Q What department are they in?

A In the security department.

Q Does the hospital employ a locksmith?

A It does.

Q And what department is he in?

A At present, in the security department.

Q On July 6, 1964, would you tell me where the hospital maintained its facilities?

A Facilities at that time were at the 340 Henry Street building, which we called the main building, which is on Henry Street and Pacific, between Pacific and Amity on Henry, between Henry and Hicks.

It has other outlying buildings which is basically brownstones, which we used as residences and offices, which extended as far as Congress Street.

Q That is about two blocks away?

A Yes. The whole thing was about four square blocks at that time, and it also maintained and operated a building called the Prospect Heights Pavilion of the Long Island College Hospital, which was located on Washington Avenue and St. John's Place, also in Brooklyn, which is approximately one block off Eastern Parkway.

Q And about how far from 340 Henry Street was the Prospect Heights Pavilion?

A Driving, about twenty minutes.

Q Does or does not the hospital continue to operate the Prospect Heights Pavilion?

A At this particular time it does not. It only maintains it as a building to protect it from the elements and from people breaking into it, but there is nothing there other than storage of some equipment and there are security guards there and --

Q Since-- excuse me, I cut you off.

A I was going to say the only thing we do over there is we maintain a certain level of heat and power to the building to make sure it doesn't freeze in the winter.

Q Since mid 1964, what other buildings, if any, has the hospital come to occupy?

A Quite a few. We now occupy a building on Sterling Place and Flatbush Avenue which is called the Brooklyn Kidney Center.

We have two methadone clinics, one on Court Street and one in the Red Hook area on Sullivan

Place.

We have a neighborhood health clinic on Clinton Street.

Q Is that all?

A We have an alcoholic clinic on Court Street also.

Q What, if anything, did the hospital open up in August of 1974?

A August, 1974, we completed the construction of our new building which is on the corner of Hicks and Atlantic and is bordered by Pacific, which is now a closed street, and Hicks Street.

I would say that is the most important one.

Q You indicated earlier that Prospect Heights doesn't have any patients in it.

A That is correct.

Q When did you close it as a patient facility?

A It closed in December of '74.

I think the first move was the last week in August of '74, and I think the final move was first or second week in September of '74, which coincided with the opening of our new building.

And, I might add, that at that particular time we took approximately two hundred some odd patients out of the main building and abandoned the use of those areas.

Q The main building to which you refer is---

A 340 Henry Street.

Q Where did you put those patients?

A Those patients all went into the new building, in addition to the patients from Prospect Heights, so it was actually a complete--before we had 340 Henry Street and Prospect Heights, and now we have no Prospect Heights and 75 percent empty in 340 Henry Street and 100 percent filled in the new building.

Q Where is the location of the new building vis-a-vis 340 Henry Street?

A Directly across the closed street, which is Pacific Street, and it is bridged together.

Q So that you could walk from the main building to the new building without going outside, is that right?

A That is true.

Q Would you tell me how many persons the hospital employs?

A Ball park figure, about 2200.

Q How many non-supervisory and non-clerical employees are there in the maintenance and engineering area?

A Would you repeat that.

Q Non-supervisory and non-clerical.

MR. FRIEDMAN: Your Honor, I would object to that except with the proviso if the witness is asked to use--in other words, I don't think the witness is qualified to testify within the meaning of the Act as to a supervisory.

JUDGE MILLER: All right. I --

MR. HEYERT: If I used the--excuse me, Your Honor.

JUDGE MILLER: Proceed, Mr. Heyert.

MR. HEYERT: As I was using the word supervisory and the word clerical, I was putting it to the witness in terms of how he understood the term and I am not at all suggesting that he is an expert on 2(11) of the Act, but, of course, each of those cases turns on its own facts anyhow.

JUDGE MILLER: Very well. With that understanding, you may answer the question.

A At present, 69 of those type of people.

Q Would you tell me how they are classified?

A Generally classified as maintenance men, laborers, helpers, lead maintenance men, firemen, watch engineers, refrigeration mechancis and boiler mechanics.

Q You have preventive maintenance men?

A Yes, preventive maintenance men.

JUDGE MILLER: Well, I think you made it rather clear that the witness is referring to documents that he has before him. Either counsel for the Respondent can further identify them or you can go into that on cross-examination.

BY MR. BEYERT:

Q Mr. Fein, I am now looking at these documents before you and I ask you what this one is.

A This document is the organizational chart of the hospital.

Q Which is in evidence as Exhibit 1.

What are the other four sheets you have in front of you?

A These are the actual classifications of the people that are in the hospital. These are each maintenance and engineering department and the types of people that are in them.

Q The classifications?

A Yes.

Q By title?

A By title, yes; by title and grade.

And this piece of paper is just some notes I have taken.

JUDGE MILLER: All right, proceed.

Q Now, Mr. Fein, as Associate Administrator for Support Services of the Long Island College Hospital, do you have any personal knowledge of the classifications of the employees in the engineering and maintenance area?

A Yes. I was responsible for their formation.

Q Would you tell me who reports to the Director of Engineering?

A Reporting to the Director of Engineering there are what we would call the maintenance manager; the plantoperations manager, of which there are two, one for each building; the refrigeration operation supervisor; and the manager of operations.

Q When you came to the hospital in 1968, was or was not the engineering and maintenance area organized in that fashion?

A It definitely was not.

Q How was it organized then?

A At that particular time there wa s an engineering department, and basically everybody was in a hopper, all in one particular ~~coarse~~ cost group, or what we call group, and they were picked out of that group to do whatever job had to be done on a basis everybody coming from this one pot, so to speak.

We did have it where someone would be considered area maintenance, where that would be a man with a cart on a particular floor and would do the general maintenance on that particular floor, such as changing light bulbs and fixing faucets and things like that.

Q What changes have been made since that time?

A Well, in 1969, end of '69 or beginning of '70, at my insistance we reorganized the department basically to make it work better and to better utilize the skills that we had and to work better as liaison with the other departments. So what we did, we broke down the group into maintenance, plant operations, refrigeration and general operations.

General operations was basically having to do with special project work, and we had one group at that time also, if I may add--at that time the Prospect Heights Pavilion was a high pressure steam facility and basically it had watch engineers and firemen who stayed at Prospect Heights by law, and the maintenance was done by requesting help from the maintenance group at Long Island College, and they would travel back and forth on what we call shuttle or by car or bus or whatever it might be to do the service there.

At that particular time we also set up a group that just operated at Prospect Heights and we converted the plant at that time from high pressure to low pressure. It was intermediary change, actually.

Q Well, you mentioned saying that the reorganization that you made in '68 increased the liaison with other departments. Would you explain what you meant by that?

A Basically what was happening is, because everybody was in one group it was very difficult in problems arising with other departments to find out who was responsible and whose area it was and the contact was not that great, so we broke it down into smaller groups--

Q What do you mean by problems arising?

A Well, in the day-to-day operations there is always problems.

Q Give me an example.

Q Well, let's say we had a problem just last week or a little over a week ago where some of the maintenance people were instructed to install a sink in the Hemodialysis area. As it turned out, the nurses in that particular area had requested a sink that should be removed from Prospect Heights which they had known was installed there. When our maintenance people brought the sink over from Prospect Heights, the nurses said, "Gee, that is not the one we wanted. We want a different one. You can't put this one in. You have to come back some other time. And I want to speak to your supervisor." And these type of problems develop on a day-to-day basis.

In this particular case, when you broke it down into smaller groups, there is a supervisor who has less people to deal with and the nurse, or whoever it is in charge of that area, knows who to contact and who is working in that specific place.

This is the type of problem that is more easily solved when you are broken down into groups.

MR. HEYERT: Off the record for a moment.

JUDGE MILLER: Off the record.

(Discussion off the record.)

JUDGE MILLER: Back on the record.

Q Please continue your answer.

A Another problem that developed when there was, let's say, minor alterations work that had to be done, like putting up a wall or taking down a wall or moving a desk or building a desk or reconstructing an area, what used to happen is these people were called from the maintenance group, so if they were working in a particular area and then there was a problem or somebody needed them someplace else, they would pull them off that work in that area, but with the new setup, whoever was working in the area was in direct contact with the other departments that were working there with them and they would know who was going to be there at all times, and they weren't taken off for anything else unless it was really an emergency, until this particular area was completed.

This was one of the attempts in the reorganization, to accomplish this, to put specific people in specific areas for the time that they had to be there so they could best work with the other departments, or whoever else they had to be with at that particular time.

Q Would you tell us what meetings, if any, in the course of their work the maintenance and engineering employees attended with other employees in the other departments?

A It was daily contact. Let's take a problem that occurred a couple of weeks ago.

We had a frozen line, water line, in one of our buildings, cracked and was pouring water onto the floor.

First thing that happened is that all the people that were in the area called maintenance and maintenance came up and helped move desks away, moving everything away.

Housekeeping came up and were mopping the floor as maintenance people were doing the repair.

General administrative people came up to find out what the problem was, telephone people that were working below them in the telephone room came up because the water was coming down into the telephone room, and some things had to be corrected there.

This is the type of thing that happens on a day-to-day basis. So we did the modernization--when we did the moving, actually another very good--

Q What moving?

A When we physically moved the two hospitals into the new hospital it was day-to-day contact where everybody worked together really trying to--it was the only way it could have been done.

Nurses and nurses aides were there doing supervision of the medical and nursing equipment, the nurses from the particular clinic areas were there, housekeeping people and maintenance people together moved the equipment, the trucks that we used, moving was jointly done by both the people from housekeeping, people from engineering.

There was also on the particular Sunday morning that we moved security and even New York City Police Department were involved with everybody getting things physically moved into the hospital.

Also, we are doing moving on a day-to-day basis now because essentially we are starting to do the renovation of the 75 percent of the old building that is now not being used, and as an area becomes ready, moving is involved, and housekeeping and engineering, any moving that is involved, they are involved in together.

They are always involved, and so would the department that is involved, if it be nursing department, lab department--

Q Please speak more slowly.

A I'm sorry.

Q Continue your answer.

A That is it.

Q Are there any formal meetings at which members of the maintenance and engineering group participate with members from other groups in the hospital?

A I don't think we would call a formal meeting as would be a sit-down meeting around the table. I think it would be more or less a work station meeting, a meeting about a particular area or particular work that was going to be done. I thinkthen that is the type of thing that happens almost daily.

In other words, if an area is being worked on, the nurses and the housekeeping people and sometimes the security, and very, very often, laundry is involved in a particular problem and then the meeting is usually held at the work station.

The formal meeting where you sit down and discuss the problems are usually on supervisory level.

Q For what purpose is the meeting at the work station that you just described?

A To discuss the problem with the particular area and what has to be done. It is not infrequent to walk into any area of the hospital and find a group of people from different departments talking about a particular area.

Q What kind of discussion would there be, if any, if alterations had to be performed? I should say when alterations have to be performed.

A Well, let me give you a--I think it is best explained with an example of things that happen.

I don't recall if it was 1970 or '71, but we did a modernization of a computer building where we were installing computers and the data processing area and at that time the supervision actually of what these men were doing was done by the computer men, the gentlemen and the supervisor in the computer area.

Q What do you mean; what did the computer men do?

A They were actually more experienced as to how things had to be put together and how things had to go in than some of the maintenance supervisors or myself, so they would be on a day-to-day basis involved in saying, "You guys do this," and "I don't think you ought to do that," and "Do not do this until I speak to someone," or

"I think we ought to change this. I think we should not have it this way. We should not have the line here. It is going to interfere with this. You are putting your lines exactly where the computer is going," or something like that.

When we did the kidney area, we moved a Hemodialysis area, which is an out-patient type of operation. This is where the kidney malfunctions and the patient goes onto a machine which exchange his blood with the chemicals that are in the machine and cleans the germs out of his body that would normally be removed from the urinary tract by the kidneys, and this is a very delicate type of operation. And when we moved this machinery from Prospect Heights because this is where the machinery was, to the old cafeteria in the old building, the people who were in charge of that area and the nurses and many of the aids were there almost on a day-to-day basis while the moving was going on watching almost every coat of paint that went on, every piece of conduit or piping that went in and they were actually there supervising.

Q What kind of aids are you referring to?

A Nurses aids and techs.

JUDGE MILLER: When did this take place?

THE WITNESS: That took place right prior to the move of Prospect Heights. It was sometime around Labor Day of 1974. I really can't be more specific than that.

I know it was either the week before or the week after Labor Day, because we could not close Prospect Heights until we moved that particular function out of there.

BY MR. HEYERT:

Q Would you tell me whether you have engineering and maintenance employees on duty on all shifts?

A Yes, we do.

Q How many supervisors do you have on duty from the maintenance and engineering area during the evening shift?

A Well, all told, supervisory and clerical people, thirteen.

Q During the evening shift?

A No. During the evening and night shift,?
none.

Q I just asked you about the evening shift.

A I'm sorry.

Q To whom do the engineering and maintenance employees on duty during the evening shift and night shift report?

A Assistant Director of Nursing.

Q And who else is the Assistant Director of

Nursing responsible for during the evening and night-shifts at the hospital?

A Everybody.

Q How many engineering and maintenance supervisors do you have on duty on holidays?

A None.

Q How many do you have on duty on weekends?

A None.

Q How many employees from engineering and maintenance do you have on duty on holidays?

A .None.

How many employees?

Q Yes, employees.

A Four or five.

Q And how many employees from engineering and maintenance do you have on duty on weekends?

A Usually the same.

Q To whom do the engineering and maintenance employees report to on the weekends and holidays?

A To the Assistant Director of Nursing.

Q Could you tell me how many employees the hospital has in so-called service classifications?

Let me illustrate some for you. Laundry worker, porter, maid, nurses aid, nursing assistant; classifications of that kind.

A Not including supervision?

Q Not including supervision.

A And not including engineer?

Q Not including engineer.

A About 540; something like that.

Q Does the hospital have any technical employees?

A Yes, they do.

Q X-ray techs?

A Yes, x-ray techs, lab techs.

Q How many of those--that kind of employee do you have?

A 235.

Q And how many professional employees does the hospital have?

A Approximately 800.

Q Do you employ people who work in offices?

A Sure.

Q How many do you have?

A About 500.

Q Can you tell us the changes, if any, in the actual duties of engineering and maintenance employees since 1968 when you came aboard?

A Could you clarify what you mean by duties?

A In what they do.

A Well, of course they are working in new surroundings now being that we have a new building, and they are organized differently than they were at that time.

Q Have the boilers changed in any way since that time?

A As I said before, in the Prospect Heights Building we had high pressure and changed them to low pressure in 1970. Now, that made an entirely different type of operation at Prospect Heights because we took a group at that time of seven or eight people and moved them over to Prospect Heights and they were strictly maintenance men. There were no firemen or watch engineers because it was no longer required because of the low pressure.

When we went in the new building, the original design on the new building was high pressure and that was changed to low pressure. That changed the type of operation of the new building in that it became strictly a maintenance procedure also; basically, the men that worked--worked in the building are classified as maintenance men.

There are no watch engineers or firemen, so the only watch engineers or firemen that are left are in the 340 Henry Street building, which is the main buildi

Q What changes in title have there been in the engineer department jobs since '68 when you came aboard?

A When I came aboard there were quite a few. The classifications were plumber, electricians, carpenter, handyman; that was a title that was used.

Now, the title is maintenance men or lead maintenance men, helpers and laborers.

Q Do you have any people classified as carpenters any more?

A No, we don't.

Q Plumbers?

A We don't.

Q Why was the change made in title?

A For two reasons. Actually, the nature of the job they were doing, the duties they had were changing. There was a time when we were able to have people who specifically did one particular skill. Now we require them to do all types of skills.

In other words, there could be times when we have a man who basically did the majority of his work as electrical work who could be doing painting, could be doing general maintenance work--

Q I realize it is possible, but does he do that?

A On many occasions he does. There was an occasion when we made the move from Prospect Heights into a kidney unit in the cafeteria we had air conditioning people painting, air conditioning mechanics painting.

Q Do the people that you now call maintenance employees do any cleaning up work or other work of that kind?

A Well, the laborers basically do--the laborers particularly do housekeeping type functions because the laborers do cleanup work and we do have some laborers, and basically that is what they do, although the general cleanup after a job or major cleanup while the job is going on is shared generally by housekeeping and maintenance is there painting at the same time as housekeeping is there buffing the floors to get ready for operations, working one right next to the other.

But, in general, we do have laborers who do cleanup work, but usually that is cleanup work as the job is going on.

Also, we have a laborer in the boiler room also who does basically boiler room housekeeping.

Q Keeping the boiler room clean?

A Yes.

Q What changes, if any, have been made in the supervision of the engineering and maintenance area since you came aboard?

A The supervision has been broken down now, as I started to say before. There is a supervisor of the plant whom we call plant operations manager, one in the 340 Henry Street building and one in the new Atlantic Avenue building, and we have a manager of operatios who basically is responsible for projects and project type of work, not maintenance, but minor alterations, partitions and minor electrical work, plumbing; things like that.

We have a maintenance manager who is now responsible for the maintenance of the 340 Henry Street building and all the outside property.

See, the functions have now been divided up. We also have a refrigeration supervisor and he is responsible for refrigeration and air conditioning and for the group of people that work specifically for him.

Really, it is dividing up of the work with less people reporting to more supervisors in an effort to work better together with the departments they happen to be functioning in. So now, rather than working for one man--see, the way it used to be, everybody worked for the chief engineer. He was the boss. There was really nobody else. Now there is a subdivision and it is really a completely different operation.

I am not saying all the objectives have been met with that, but we are still striving.

Q Would you tell me who Mr. Baczyk is?

A Mr. Baczyk is the manager of operations.

JUDGE MILLER: Would you spell that for the record, please?

THE WITNESS: B-a-c-z-y-k.

Why don't we call him Charlie; it is much easier.

Q Mr. Baczyk is the manager of operations, and to whom does he report?

A He reports to Mr. Cregan who is the Director of Engineering.

Q Would you tell me how many employees work for Mr. Baczyk?

A Not including himself, there is sixteen.

Q Tell me how they are classified.

A There is a maintenance supervisor, two lead maintenance men, ten maintenance men, one helper and two laborers.

Q What do the maintenance men who work in Mr. Baczyk's area do?

A They are responsible for the maintenance or the alterations that may be going on at the time.

Let's assume a particular project they would be responsible for would be the placement of a fixture in an area and putting a new ceiling in, so that maintenance would be responsible for the moving of the old ceiling, putting in the new ceiling, putting the fixtures in the ceiling and hooking it up to the main service panel.

Q Where do they work?

A They work in the paticular department or area where the job has to be done. Actually, can work anywhere throughout the hospital from the roof to the basement to the outside grounds, or in any of the outer buildings or the outer offices that we mentioned, or in the nurses' residences, or any of the clinics or health centers that we operate. They work anyplace.

Q Throughout the hospital?

A Yes.

Q Could you tell me what they do?

Could you tell me with whom they work, first of all?

A Of course. They work with the other people from the departments that are working with them and they work in general with the people who are in that particular area.

If they are working in accounting, they are working with the accounting personnel. If they are working in a nursing unit, they are working with the aids and the nurses that are in that particular unit.

Q Let's take an alteration job that has been done in a nursing area. Can you think of one that has happened recently and describe how the maintenance men worked with people in that area?

A Yes, I could very easily.

Q Please do that.

A I would say the most recent one, there were two rooms in the new building in which we wanted to convert--there were two rooms with a non-bearing wall in between them, non-load bearing wall in between them, and what we wanted to do was take out the wall in between those two rooms and make what we call a pediatric--happened to be the pediatric floor, intensive care unit, so what the maintenance in Mr. Baczyk's group did, they removed the wall and they closed up one door--there were two doors in the room--and they moved some of the cabinetry work that was there, they built a desk for the work, they installed some of the new lighting, new ceiling, prepared the floor, removed some bathroom fixtures and put in a counter so they could use it for a preparation area.

Q My question, Mr. Fein, was describe how they worked with the people in the nursing--

A I am getting to that. All of this work the nurse deals directly and this happens most of the time on the jobs.

Q Can you tell me the title of the person in charge of the nursing area where you were doing this work, this pediatric area?

A Well, there are three people. Actually, there is a unit director, an executive head nurse, and the floor nurse.

Q That is the nursing personnel on duty up there?

A Yes. There are nurses' aids up there also. Usually what happens, the nurses' aids, if they see anything they do not like, they tell the nurse and the nurse usually tells our people directly. I don't think there is direct supervision by the aids.

Q What are the classifications of employees that an executive head nurse normally directs at the hospital?

A You mean on the particular floor that she is responsible for?

Q Yes.

A Well, security, housekeeping--

Q Nursing personnel?

A Nursing personnel, responsible for anybody that is on the nursing floor.

MR. HEYERT: I move to strike that answer as not responsive, Your Honor.

JUDGE MILLER: I will let the answer stand.

Q Let me refocus my question.

What personnel in the nursing service does the executive head nurse direct on her floor?

A Well, the nurses, nurses' aids.

Q Wh~~o~~at do the lead maintenance men in Mr. Barczyk's group do?

A Well, the lead maintenance men are really not too different from maintenance men except they have more skill and experience.

Q And where do they work?

A Same area.

Q And could you tell us with whom they work?

A Work with the same people. They work with their people and other maintenance people in the maintenance department, and the nurses, and, of course, at some point along the job, the housekeeping people.

Q Describe the point at the job where the maintenance men and lead maintenance men work with housekeeping people.

A Well, different jobs.

Q Continue with your illustration up in the pediatric area.

A In that particular area the contact came in the last two days of the job where the final painting, say, was being done, and at the same time the floors were being stripped, buffed, and the windows taken care of and the cleaning of the beds that were going to be used in the area, and the toilets on the floors.

Q Who does the painting?

A Done by the maintenance people.

Q Who does the floor stripping?

A The housekeeping people.

Q And this is going on at the same time?

A Yes.

Q In the same room?

A Same room.

Q Are there helpers in Mr. Barczyk's area?

A Yes, there are.

Q What do they do?

A Well, the helper, basically, is helping the maintenance men if there is something to be lifted into place, or there is a fixture to be hung, or he may hold a ladder, he may hand them the tools, he may hold one end of a pipe while maintenance men is installing the other end of the pipe. That is the type of work a helper would do.

Q And he works in the same area as maintenance men?

A Yes, sir.

Q What directions, if any, do the helpers take from people not in the maintenance and engineering group?

A Same type of instructions that the maintenance men and lead men get.

Q Do you have any laborers in Mr. Barczyk's group?

A Yes.

Q What do they do?

A Basically, they are cleaning.

Q Going back to your pediatric example, did laborers do cleanup in that area, too?

A I think on that job there were none. The housekeeping people did it all, if I recall.

Q You were going to give me another example where you had personal knowledge of how maintenance and engineering people in Mr. Barczyk's group worked with other hospital employees. Could you do that for me?

A Well, I can give you an example.

I think probably one of the--

Q Start with one.

A Probably the best one was the moves of the hospital. The major move, which was in the Atlantic Avenue building, not the day-to-day but week-to-week move, after a particular area was completed and more involved in moving in desks and moving in other file cabinets and furniture, there also is a tremendous--

Q Let me ask you this.

In the normal day-to-day operations of the hospital, how much moving of furniture and equipment and the like goes on as a matter of routine?

A I would say rather than day-to-day, two or three times a week it would be very routine.

Q And on those occasions describe how the people in engineering work with people in other areas.

A Well, let's take a typical day. Let's take a typical problem. Let's say something is delivered. It is received in our warehouse, which is on Furman Street, which is another piece of property that I did not mention before. We have 15,000 square feet in Furman Street, we, the hospital, has 15,000 square feet, which is broken up, and in there we have a carpenter shop, receiving department there, and we have maintenance stores as well as other hospital stores.

We have a truck and cars that go back and forth between the two locations.

Now, here on a daily basis the maintenance people are with receiving people, they are with people from the purchase and receiving department, there are times when the truck--

Q What, if anything, do they do with them on a daily basis?

A They help one another.

Q In doing what?

A Loading stores, delivering, bringing things to the areas in the hospital where it is needed.

Q Continue.

A If there was a situation where a bed, for instance, had to be moved from the floor because it was no longer functioning properly, the nurse would contact the housekeeping department and the maintenance department, and housekeeping and maintenance together would move the bed, move it either to a maintenance area or to the warehouse, and they would jointly get the thing repaired and bring it back. This is a day-to-day occurrence on all shifts.

Q Housekeeping people are classified as what?

A Porters. Usually in moving it is the porters

Q And maintenance people are classified as what?

A Maintenance men.

Q You were going to give me another example of how the maintenance men and helpers and laborers in Mr.Barczyk's area work with people in other departments.

(Document marked Respondent's Exhibit No. 2 for identification, as of this date.)

Q Mr. Fein, I am handing you Respondent's Exhibit 2 for identification. Would you look at it and tell me what it is, please?

A It is a copy of a purchase order issued on September 26, 1975.

Q Is that a document kept in the ordinary course of the hospital's business?

A It is. This type of document, yes.

Q Would you tell me what it is an order to purchase?

A An order to install a new duct plenum and three outlets.

Q To whom is it directed?

A The vendor, Garmer Industries.

Q Tell us why the hospital did not perform this work with its own employees?

A We are not capable of doing that. We do not have a sheet metal shop and we have to have sheet metal and duct work fabricated out of the hospital.

MR. HEYERT: I offer Respondent's Exhibit 2 in evidence.

MR. FRIEDMAN: I will object to the relevance. Unless counsel is asserting that the employees of Garmer Industries somehow belong in the bargaining unit, what relevance has it to the proceeding?

JUDGE MILLER: I am not sure I understand either.

MR. HEYERT: Your Honor, as I understand the factors, one of the things that the Board may or may not choose to rely on, and certainly one of the things that the State Labor Board said in holding that the unit in issue here was appropriate, is the skills of the employees involved.

I am offering to show through this exhibit and a number of others, that the more skilled work is done outside the hospital by subcontractors because the hospital employees do not have the necessary skills to perform it and these are illustrations of that kind of work.

JUDGE MILLER: Is this a change from the status of -- under the certification?

MR. HEYERT: I really do not know, Your Honor. We could ask that from the witness, but I am willing to assume, without stating, that it is not a change.

I think that would not make any difference because in order for the Board to make a proper unit determination based on a proper record, it would have to electrical work--I meant '74, I am sorry.

A Could you repeat the question, please?

Q Would you tell me whether or not in December, 1974, you had occasion to subcontract any electrical work?

A Yes, quite a few.

Q I am handing you a document and I ask you whether this refreshes your recollection as to the kind of work you subcontracted out in December, '74?

A Yes, it does.

Q Have you finished looking at it? Is your recollection refreshed?

A Yes.

Q Let me have it back.

(Document handed to counsel.)

Q Could you tell me the kind of job that was in December of '74?

A It was to repair a 600 amp safety switch which is the main switch for 385 Hicks Street, which is the computer center, data processing center, and to run a couple of feeders off of that particular switch.

Q Why was it subcontracted out, that work?

A We just don't have the skills in house to do that.

Q What kind of work is it, electrical work or plumbing work?

A Electrical.

Q Mr. Fein, could you tell me whether or not in April, 1975, the hospital had occasion to subcontract out the installation of a counter?

A Mini, installation of mini counters.

Q Showing you a document, I ask you if this could refresh your recollection as to the nature of that work?

A Yes. This was eight counters.

Q Could you tell us what kind of counter work you subcontracted out in April, 1975?

A It was formica tops. L-shaped formica tops that fit into little nurses' rooms that were behind the nurses' stations in the new Atlantic Avenue building.

Q Why did you subcontract out that work?

A Well, we don't have the skills to do that kind of job that I would consider satisfactory for that building. We wanted to match the quality that was put in there by the contractor so we did it outside.

Q Mr. Fein, I should have asked you this earlier, but tell me now, what is your profession?

A Licensed professional engineer.

Q In any particular area?

A My specialty would be construction and but not the negative.

JUDGE MILLER: I think your objection goes more to the weight of the evidence than the admissibility, Mr. Friedman.

I will overrule your objection.

BY MR. HEMERT:

Q Did the hospital have occasion to install fencing in January of '75?

A They did.

Q Do you recall where the fencing went?

A It was two different locations. I do not know which one you are referring to.

Q Tell us about both.

A One was at Prospect Heights' area and one was outside the Atlantic Avenue building in an oxygen shed unit with a fence across the Hicks Street portion of the building.

Q Was that work done by outside contractors or by your own employees?

Focus on Prospect Heights first.

A Outside contract.

Q Was the work at the Atlantic Avenue building done by outside contractors or by your own employees?

A By outside contractors.

Q Would you tell us why you used outside contractors on those jobs rather than your own?

A That type of fencing we do not have the kind of skill in house to do that.

Q Do your people put up any kind of fences?

A Yes, they do.

Q What kind of fences are those?

A Wooden fences and some pipe type of fences, you know, made out of pipe, but not this type of fence.

Q What is the difference; why are these skills different?

A First of all, it is embedded in concrete.

Q Which is?

A This type I am talking about here.

Q The kind you subcontracted out?

A Right. Embedded in concrete, difficult in handling. You have to pick up the materials, has to be set properly, has to be anchored properly, and plumb, plumb meaning level.

Q Do any of your maintenance men do electrical work in house?

A Yes, they do.

Q Do any of them have licenses as electricians?

A Yes; one does.

Q Who is that?

A Mr. Tuckerman.

Q Is he an electrician?

A Is he functioning as an electrician, no.

Q What does he do--

A He is a maintenance man. He basically does electrical work.

Q Is a license for electrical work required for the job?

A It is not a requirement for his job, no. There is one other licensed electrician, but he is not in the maintenance group. He is a consultant to me.

Q In December, 1974, did the hospital have occasion to put in conduits for the lab computer?

A They did.

Q What did this involve; what kind of work did that involve?

A It was electrical work and it involved trenching and installing conduits outside of the building that the computer is lodged in to the laboratory and other ancillary areas throughout the--

Q What do you mean by trenching?

A It goes underground outside.

Q Did your employees do that work or was it contracted out?

A That was contracted out.

Q Why is that?

A First of all, we did not have the skills to do that in house, and secondly, by code it has to be done by a licensed contractor.

I would like to qualify, if I may, something I said prior to that when you asked me whether we have a licensed electrician in house.

Electrical work in the City of New York, there are some very strict rules regarding it. You canno work for somebody else and be a licensed contractor at the same time. If you are a licensed contractor, you have to perform contracting work all the time. You can't work for somebody else in that capacity. You can obtain what is called a special license, and then you can only work for that particular party, and then that particular party basically owns the license.

Now, in Mr. Tuckerman's case, he is a licensed electrical contractor and has his own private business outside of the hospital, and we do not use him as a licensed electrician. He is working in the hospital as a maintenance man and we have one electrician in my department as a consultant to me who has a license that has been turned over to the hospital, which permits us to do certain types of work under his license, which is called a special license.

I do not know if I made that any clearer.

Q. I think you have.

Well, you were describing the trenching job and why you couldn't do it in house.

A Well, I explained it to you. We did not have the skill, and by law it had to be done by a licensed contractor who filed with the City.

Q Do you have a Mr. Rose in the maintenance and engineering area?

A We do.

Q And who is he?

A He is the plant operations manager at 340 Henry Street building.

Q Would you tell me how many employees he supervises?

A Thirteen other than himself.

Q And how are they classified?

A There are five watch engineers, two boiler mechanics, two maintenance men, three firemen and one incinerator worker.

Q Would you tell me what the maintenance men-- I am sorry -- what the watch engineers do?

A The watch engineers are licensed by the City of New York, and their specific job is to watch, quote unquote, the boilers.

Now, this means they are operating engineers.

They operate the boilers. They maintain the proper pressures, proper valving, proper setoff, oil pressures, et cetera.

Q Where do they work?

A They work in the boiler room.

Q And in any particular building?

A I said before in the 340 Henry Street complex only. Do you remember what I said this morning? We converted the new building to low pressure so that there is no need for any watch engineers in that building. The only place the watch engineers are is in the 340 Henry Street building.

Q Could you tell me with whom the watch engineers work in the course of their duties?

A They work, of course, with the boiler mechanics and maintenance men and firemen who work in the boiler room and actually, on very rare occasions, do they go out of the boiler room because by law the watch engineers are supposed to stay in the boiler room.

On the occasion they do go outside, it would be an emergency in an outer building or emergency in the building where there is a steam leak or fire or some other thing where you just can't stay in the boiler room while you have a problem someplace else nobody is handling. Under those conditions they go out of the boiler room. Otherwise they stay in the boiler room.

Q Do they have any contact with employees outside the boiler room and outside of maintenance and engineering in any other way?

A Well, they have quite a bit of phone contact.

Q Would you describe that for me?

A Well, in the hospital directory is the phone number of the boiler room for problems that relate to heat and hot water and they would call down directly to that number and there is a log kept there and it is all recorded down what the calls were, specifically on day or evening, and night shift also.

Q Do you have watch engineers on all shifts?

A Yes.

Q Tell us what they do in this connection on each of the shifts.

A They have more likelihood of going out of the boiler room on the evening shift than in the daytime. In the eveningtime the only people that are on would be the watch engineers, one fireman and maintenance man, whereas, of course, in the day--when I say day I mean eight to four--it will be the whole maintenance department.

Actually in the evening and night, there is a maintenance man in the boiler room and he really is the representative of the entire maintenance department while they are not there, so if there was a maintenance call, say, down to the boiler room from a nurse on the fourth floor that has a fixture that requires a bulb change or there is an outlet that is not working, the watch engineer would send the maintenance man, he would get the call and he would send a maintenance man up.

Since there is only one maintenance man on off hours other than eight to four, Monday to Friday, including holidays, Saturday and Sunday, it is more likelihood that the watch engineer may have to go out of the boiler room in certain instances.

Q These calls that come in, from where do they come?

A From all over the hospital, and very often they would even come from outside the hospital if they could get--for instance, very often they would get a supervisor from another department at home and he would call the boiler room from home and say, "My people have a problem up there. Could you get up there and see if you can help them out and find out what it is and maybe even report back to me and let me know?"

Q Can you give me a specific example of that happening?

A Yes. There was a problem a little over a month ago in the x-ray department where Dr. Fodera who is in charge of the x-ray department, called the boiler room directly from home and asked him to take care of the problem, and they called him back to let him know what has been done, if there is a beedback.

Q Do you know whether or not the problem was taken care of?

A To the best of my knowledge, it was.

Q Do you have any boiler mechanics who work under Mr. Rose?

A Yes. We have two boiler mechanics.

Q What do they do?

A They are mechanics especially on the boilers, high pressure piping, all piping, valving and ancillary piping, which would be oil, steam, water, et cetera, connected to or going from the boiler.

Q With whom do they work?

A Well, they work basically with the people in the boiler room, but they have quite a bit more chance of getting out and through the building because there is many, many miles of piping through the building that is connected almost every place in the hospital.

See, the main hospital building at 340 Henry Street is also connected by underground piping to the doctors' residences and nurses' residences. Some of the buildings along Henry Street, so that they could get a call any time there is a problem with the radiator or leak in the radiator or problem with piping in the outer building or different area in the hospital, and they would go over and ask the people there what the problem is.

Q Can you give an example of when this happened?

A Well, let me give you an example of things I know about that I was directly involved with.

Q Yes.

A We had a--three weeks ago on Saturday we had a radiator problem of no heat in a doctor's apartment in Amity Street building, and the call came to me at home and I relayed the call to the boiler room and they went up there and took care of it. And I called the doctor back to find out whether it was or not, and he said it was.

Q Would you tell me how frequently the boiler mechanics are called upon to leave the boiler room to go to other areas?

A Daily, hourly almost.

Q When they are in other areas of the hospital what other employees do they work with?

A Almost any employee in the hospital, doctors, nurses, nurses' aids.

Q Give me an example of when a boiler mechanic would work with a nurses' aid.

A Well, it could be a problem in a patient's room.

Q Can you give an example that you know of specifically?

A I can't give you a room number, I do not remember that.

Q That is okay.

A I do not remember that type of thing. I know there was a call for no heat in one particular room in the fifth floor, which is Station 55, I would say a week ago, Monday or Tuesday, because the call-- see, the call normally wouldn't come directly to me. I only find out about them when there is a problem and somebody calls for me directly and says this wasn't taken care of.

In this instance, all that had to be done was bleed the radiator. The radiator was making noise which means there was air in the radiator and somebody from the boiler room went up and the nurse's aid showed them which particular radiator it was and where it was and cleared the room or put the curtain around the patient to make it okay for the mechanic to work in that particular area, and then he bled the radiator and told the nurse it was accomplished, and left.

Q Did you say you had a maintenance man who worked for Mr. Rose?

A Yes. The maintenance man, I said, is on on the evening shift and on Saturday, Sunday and holidays.

Q What does he do?

A He basically represents the maintenance department. He is one man--well, when he comes on, say four o'clock, first thing he will do, he will take the work orders, some of the work orders that were left over in the maintenance department from the day--sometimes they don't get through all the work orders in the day and there are three or four items left over--and he is asked to do those three or four items and then he takes whatever calls they have coming directly down to the boiler room on four to twelve.

Q Well, you referred to three or four items. What kind of items are those? What kind of work does he do?

A Maintenance, general maintenance.

Q Give an example.

A Changing a light bulb, repairing a leaky faucet, stopped up toilet, leak, window not closing, latch broken; things like this.

Q Who does the maintenance man work with?

A He works again with the watch engineer and the boiler mechanic who are in the boiler room--excuse me, there is no boiler mechanic on at those times. He works with the fireman who is on and watch engineer, and of course he is throughout the building--could be in an office building, could be outside, could be on the roof, could be in the boiler room.

In this particular case, the only place it could not be is in the Atlantic Avenue building because they have their own group.

Q You mentioned firemen. Could you tell us what they do?

A Well, firemen--basically, it is an archaic term, firemen, because firemen goes back to the days when there used to be somebody physically firing a boiler. Really there is not too much difference between the fireman and the, well, the mechanic.

Q Can you give us examples of some of the duties of the fireman in Mr. Rose's area--

A Do basically the same kind of job as the mechanic or the maintenance man would do.

Q Do you know of any specific tasks that a fireman from Mr. Rose's area has performed that would be illustrative of the work he does?

A I don't think he would be anything different from what I mentioned before.

Q With respect to the maintenance men?

A Right.

Q You state you had laborers who were in Mr. Rose's area.

A No. I said we have one incinerator worker.

Q I'm sorry. What does he do?

A The incinerator worker, we had an operating incinerator and we will have one very shortly again. Basically, what his job was was to fire the incinerator and to burn the trash. He would collect all the trash from people all over the hospital and they would bring it down; from the lab, dietary, housekeeping, they bring the trash to the incinerator area and he would burn--

Q What classification of employees from the dietary area would bring stuff to the incinerator?

A Dietary workers. I do not know what their exact job title is.

Q They come down with a plastic bag full of trash?

A Sometimes plastic bag; usually boxes from which the food came, canned food and stuff like that.

And they also come down with bags of trash which have cans in them, food.

Q And what do they do when they get there?

A Well, they hand it to him to the incinerator worker, and in some cases, if it is large enough, they hand-in-hand together bring the thing in or bring it into the incinerator area and make it easier for him to get it into the incinerator.

MR. HEYERT: May I have this document, consisting of eighteen pages, marked for identification, please?

(Document above described marked Respondent's Exhibit No. 4 for identification, as of this date.)

Q Mr. Fein, I am showing you Respondent's Exhibit 4 for identification. What is that?

A It is called Engine Room Log, but actually it is a boiler room log.

Q And what does it show on that?

A It logs calls that came in for repair items or problems throughout the particular shift that each sheet is for.

Q Could you tell me the period covered by these sheets, from what date to what date?

A It starts with twelve to eight shift on February 1, of '76, and it goes through each shift through twelve midnight on February 6, 1976, so it is one week.

Q Would you examine the document and tell me whether or not it represents the typical work of people from the boiler room?

A Yes, it does.

Q Please look at the sheet that represents the eight to four shift on February 2, 1976. Would you tell me what the time column signifies?

A The time that the call came in.

Q Can you tell me what the location column signifies?

A The area from which it came in, the department or area.

Q What does the call by column signify?

A That is who is making the request or who made the call.

Q Would you tell me what the complaint column signifies?

A That is obvious. The complaint that the call is referring to.

Q And would you tell me what the status column signifies?

A The column that is filled out after the work is either accomplished or not accomplished and the time it took to do it.

Q And all of these sheets are on the same format, are they not?

A Yes, they are.

Q Looking now at the February 2nd, '76 sheet, the entry for 12:30--

A Yes, on the eight to four shift.

Q --wo[illegible] explain to us what that signifies?

A There was a call to the boiler room from Mr. Fuentes, and Mr. Fuentes we haven't discussed yet. He is the maintenance manager. I should add, when calls come into the maintenance department that are of a nature handled by the boiler room people, anything having to do with distribution of heat, hot water, heat supply and return piping, that would be called into the boiler room by somebody from the maintenance department.

In other words, they have got the call and they forward it. In this particular case it was called in by Mr. Fuentes and the area that was the problem was the x-ray area, and the area was too cold.

Q Do you know what had to be done?

A I know what was done. I do not understand that particular entry, how what had to be done was accomplished from that particular remark, but the answer was they drained the water from the system. I do not know how that solved the problem, but that is what the particular log said was done.

Q That is what they did?

A Yes.

Q Is this log kept in the ordinary course of your business in the engineer and maintenance area?

A On a daily basis.

MR. HEYERT: I would like to offer it in evidence.

MR. FRIEDMAN: I have no objection save that which is to the entire line of questioning.

JUDGE MILLER: Very well. I will overrule your objection and receive the document.

(Document marked Respondent's Exhibit No. 4 for identification, received in evidence, as of this date.)

BY MR. HEYERT:

Q Mr. Fein, I call your attention to the log sheet for February 3, 1976, the 4:00 P. M. to Midnight shift shown, 1600 to 2400.

A February 3?

Q Yes.

Do you see it?

A Yes.

Q There is an entry at 8:34, stopped up toilet. Could you tell us the kind of work involved in making that repair, you know?

A It is either the toilet was plunged or some type of chemical similar to Draino or something, commercial type like Draino, was put down there, one or the other.

Q Who called the maintenance area for that work?

A It was a nurse in the out-patient kidney area.

Q I call your attention to the sheet for February 5, 1976, 12:00 midnight to 8:00 A. M. shift.

MR. FRIEDMAN: Your Honor, in the interest of expediting the proceedings, I would have to object--I think the document speaks for itself. I do not think the witness is adding anything to it.

He is telling us what it says and the document is in evidence.

MR. HEYERT: What I am trying to--it is true that the document does talk about a particular type of job, but I am asking the witness what was involved in the job, what had to be done to complete the job.

JUDGE MILLER: I will allow you to continue.

BY MR. HEYERT:

Q Have you the February 5, 1976 sheet for Midnight to 8:00 A. M.?

A Is that one beginning with 4:00 A. M.?

Q Yes, sir.

Could you describe the work that had to be done to perform the repair noted in that entry?

A Somebody--what somebody had to do was take down the cover on a fixture very similar to this.

MR. HEYERT: Pointing to a fluorescent light in the ceiling.

A (continued) And changing bulbs.

Q I call your attention to the February 5, 1976 sheet for the 4:00 P. M. to Midnight shift.

A Again beginning with four?

Q Again beginning with four.

Would you explain the work that had to be done for the entry for 6:00 P. M.?

A Yes. That is the one on the morgue?

Q Yes.

A Had to adjust the relay.

Q What does that involve?

A Obviously, from this, they got a call from one of the guards, security guards, that the gate was not closing fully on the morgue, and the status of it was they had electrical trouble with the relay.

Evidently, the relay was either sticking or there was dirt in it and it had to be adjusted. A relay is a little electrical item with two contacts.

Q And what had to be done?

A I assume what had to be done was adjust it so that the relay could make contact or break contact.

MR. FRIEDMAN: Your Honor, I object to the assumption that either the witness knows what was done or is testifying just--what he seems to be testifying to is what he guesses must have been done. He has to--

Q Can you tell--

JUDGE MILLER: Let him finish his objection.

MR. FRIEDMAN: The witness has no knowledge of what was done.

JUDGE MILLER: Let's clarify that a bit.

Q Can you tell from looking at the entry what kind of repair was done.

A Well, there was an electrical repair to a relay.

Q And do you know from your own experience what that must have involved?

A That is true.

Q What must it have involved?

A It must have involved adjusting the relay or contact on the relay or replacing the relay, but it does not state the relay was replaced.

Q What does the adjustment of the relay entail?

A It entails adjusting two screws which are in the relay.

Q What classification of employee did this work?

A Maintenance man.

Q Do you know who else is stationed in the morgue at that hour?

A The morgue attendant may or may not have been there, but the security guard is definitely there and emergency room employees would be there, and ambulance drivers would be there.

Q How close to where the work was being performed were the ambulance drivers?

A Forty or fifty feet.

Q Mr. Fein, do you know whether or not in January of last year any electrical work on the boiler was subcontracted?

A January of last year?

You would have to refresh my memory. I don't remember exactly by date whether January or February. I know we rewound a motor--

Q I am handing you an order on your order forms and I ask you if that refreshes your recollection.

A Yes, it very well does. That is the one I was referring to when I said we rewound a motor. I did not remember if it was January or February.

Q Can you tell us what was involved in that job?

A It meant rewinding a motor. What happens is, when a motor burns, the windings inside the motor short out and they burn away and we send the motors out to be rewound.

Q Why do you do that?

A We do not rewind motors. We do not have the skill to do that.

Q What about Mr. Tuckerman?

A No, he wouldn't have the skill. It is not usually the job of an electrician.

Q To do that kind of work?

A Yes.

Q Who rewinds motors?

A People who rewind motors is a skill. Anybody can do it. It doesn't necessarily have to be an electrician. You just have to be trained in showing you how to do it.

Q Who is Hector Ramos?

A He is the refrigeration operation supervisor.

Q And to whom does he report?

A He reports to Mr. Cregan who is the director of engineering.

Q I should have asked you but I didn't, whom Mr. Rose reports to.

A He also reports to the director of engineering.

Q And Mr. Ramos, what is his job?

A I am saying he is the refrigeration operation supervisor. He is responsible for all of the refrigeration and air conditioning, maintenance of all refrigeration and air conditioning equipment throughout the hospital and all its grounds and properties.

Q Does he have any men under him?

A Yes.

Q How are they classified?

A He has a refrigeration mechanic and three maintenance men.

Q What does the refrigeration mechanic do?

A He is a mechanic that is specially trained for working on refrigeration and air conditioning systems, piping, controls.

Q Where does he work?

A Throughout the hospital; small part of his time is spent in the shop, but basically it is throughout the building, wherever the particular air conditioning or refrigeration system may be installed or mounted.

Q Can you give me an example of the kind of work the refrigeration mechanic does?

A Well, let's assume we have--

Q Don't assume. Give me a specific example that you know about.

A Okay. He maintains the air conditioners throughout the hospital, window type air conditioning.

Q Yes. What does that involve?

A Well, it would involve checking for proper pressures in the refrigerant, checking for proper settings on all of the controls, and for general maintenance of the fan sections of the unit which is sections that blow the air across the room.

Q Where are these window air conditioners located?

A Throughout the hospital.

He also services compressors, controls and condensing units having to do with refrigerators, freezers. These are refrigerators in apartments, in quite a few doctors' apartments, nurses' apartments, they are in different laboratories throughout the hospital, they are in each and every pantry, you know, where the dietary workers prepare the food.

Q Where are these pantries located?

A On each and every floor throughout the hospital.

Also, they service the ice machines, which is a machine that makes ice, and there is one of those in each pantry and there is one ofthose on each floor in the Henry Street building.

Q With whom does the refrigeration mechanic come into contact as he is servicing these various pieces of equipment?

A Three or four different places it could happen. If it happened to be in an office, he would come in contact with anybody who is working in a particular office.

If it happened to be in a patient's room, he, of course, would come in contact with the nurse or the nurse's aide, who would have to take the proper precautions before he comes into the room or advise him not to come into the room for now or come back later, or whatever it may be.

Q What must the refrigeration mechanic do if anything when he goes to a patient's floor to service an air conditioner in a patient's room?

A First thing he would do is go to the nurse on the floor.

Q Why?

A Because basically the nurse is responsible for the floor and should know when somebody is coming up to do something in the rooms and she is probably the one that makes the request in the first place.

He comes to her and says, "Here I am. And where is it and what is the problem?"

And she relates to him what the problem is, and he goes in, or he says, "Can I go into the room now?" And she may say yes or no, or she may say the patient is being fed now or bathed or whatever they may be doing and tell him to come back later or come back in two hours or do it right now or whatever it might be, and he would do it and check back with her that it is done, and he would leave the floor.

He may discuss with her the operation of the particular piece of equipment and explain to her how she could operate it or what she could do to it to make it better next time without calling him maybe, or without the need for him.

Q What instructions, if any, does the refrigeration mechanic give to nurses' aides on how to operate an ice machine for example?

A Well, same type of instructions that would come with the instruction manual for the machine. This is what you do and this is how you operate it, and don't do this or do that because that is going to cause a problem.

Q How many maintenance men do you have working in Mr. Ramos' area?

A Three.

Q Could you tell me what they do?

A They basically do the same thing that the refrigeration mechanic does but they have less skill. They may---for instance, let's take an air conditioning unit. If there wa s something wrong with a compressor that had to be rebuilt or something having to do with the piping, it would usually be done by the mechanic. But if it was something having to do with replacing the control, changing the filter in the machine, maybe readjusting the machine or oiling the fan in the machine or replacing the fan or oiling the bearing in it, this would be done by the maintenance man.

Q And where do they work?

A Also throughout the hospital.

Q What direction if any with respect to their work do they receive from peoople in other areas besides maintenance and engineering?

A Well, same type of things. When they go into a room or in an area, first they have to check whether they could come in at that particular time they are there and then they have to ask what the problem is and explain what he has done, after he has completed, and tell them what it was that was done.

And he advises then as to what they could do to the problem in the future or say, if it doesn't work out to your satisfaction, call me again and I will come back and check it to make sure we have got it right.

Q Would you describe what preventive maintenance work you do on your refrigeration equipment?

A On the air conditioning equipment, where possible, they are pulled out of the sleeves that they are in or themountings they are in, brought back to the shop and resprayed and repaired and made ready for the following summer, and in all of our air conditioners in the hospital the filters are changed and the controls are checked in the wintertime by people going around to each and every one, wherever it is located throughout the hospital complex.

Some of them have to be brought back to the shop because of work that the maintenance man can't do right there because he does not have the equipment or tools with him. But I would say 75 percent of it is done right at the location of where the air conditioner is.

Q Would you describe how the rooms in the hospital are ventilated?

A How they are ventilated? Basically, in the old building, the Henry Street building, there is really no ventilation. There is windows, but no ventilation system.

Q How are the rooms ventilated in the Atlantic Avenue--

A There is a complete ventilation system with ducts which have to be constantly cleaned, and filters which have to be changed.

Q What role if any do the maintenance men in Mr. Ramos' area play in doing that?

A In general, a good deal of this work is done by the maintenance in that particular building, but there are certain pieces of equipment in that building where the maintenance is done by Mr. Ramos' group.

Q Would you describe the air conditioning systems in your building briefly?

Do you have a central air conditioning system in the Henry Street building?

A We do, but it is a different type of system than we have in the Atlantic Avenue building.

The air conditioning system in the Henry Street building is what is called a direct expansion chiller system, where the system itself is completely independent of the boiler plant and it produces its own chilled water through an exchange system with freon. That system is in the Henry Street building. That is very similar to window air conditioner types which are in the outer buildings except in the window air conditioning types there is no water interchange; it is freon to air, whereas the one in the Henry Street building, it is air to freon to water--

Q When did the hospital install the central air conditioning system in the Henry Street building?

A I think '70.

Q Describe the preventive maintenance work if any that has to be done to the central air conditioning system in the Henry Street building.

A Well, most preventive maintenance work on the air conditioning system is done in the fall and right prior to the winter and then again in the spring.

On that particular system one of two things has to happen. Either you drain the water out of the system or you add ethylene glycol, which is like an antifreeze to prevent the area from freezing because the system is sitting on the roof with water in it and you do your maintenance on your valves, compressors, fans, condenser coils, change the filters, getting it ready for the next season.

Q How does the cool air get to the room in the Henry Street building?

A How does the cool air get to the rooms?

Q Yes.

A Well, this unit on the roof, which is an exchanger, basically produces chilled water. The chilled water runs through the building in parts to a coil in a fan behind it which is on each and every floor of the building, and from there through ducts to the corridors and rooms.

Q What maintenance work if any do you do on the ducts?

A Well, we have to clean them and clean the filters where there are--

Q Who does that work?

A The maintenance men in Mr. Ramos' department.

Q And how frequently do they do their work?

A Well, during the cooling season, almost on a weekly basis.

Q And during the non-cooling season?

A Well, the system would be off.

Q How long is the cooling season?

A It starts at the first of April and runs through to about the 15th of October.

Q Where does this bring the maintenance men to?

A To all areas that the duct work goes to, which is the areas of the building.

Q With whom, if anyone, do they work when they are maintaining those ducts during the cooling season?

A Well, they contact the nurses on the floors where they are doing their work, nurses or the nurses' aids.

Q For what purpose?

A Well, to let them know they are there. They have to go into patients' rooms because the duct terminates in patients' rooms.

Q Would you describe how, aside from Mr. Ramos' people, you maintain your air conditioners?

A It is a service contract on the unit.

Q Why do you use the service contract to do that work?

A Well, because we do not have really the skills in house to maintain the units themselves, the compressor unit. We can do the duct work and filters and stuff like that, but we can't actually replace the compressors or maintain the condensing sections which are on the roof.

Q That roof work is done by the contractors?

A Yes.

Q Who is Mr. Fuentes?

A Mr. Fuentes is the maintenance manager.

Q And to whom does he report?

A He reports also to the director of engineering Mr. Cregan.

Q Would you tell us how many employees are under Mr. Fuentes?

A Not including himself, there is twenty-four.

Q And how are they classified?

A There is three maintenance supervisors, one lead maintenance man, fifteen maintenance men, four helpers and one laborer.

MR. HEYERT: May I have a five minute break, please, Your Honor?

JUDGE MILLER: Yes.

Break five minutes, please.

(Short recess taken.)

JUDGE MILLER: Back on the record.

BY MR. HEYERT:

Q What do the maintenance men who work for Mr. Fuentes do?

A They are responsible for the general maintenance of the Henry Street building, 340 Henry Street building, and all of the outside property, everything from light bulb fixtures, toilets, leaky faucets, sinks, general maintenance of the floor, ceiling, ceiling tiles, painting.

Q And with whom do they work?

A With everybody throughout the hospital.

Q Could you give me some examples of working with people outside of theengineering and maintenance area?

A It is not too different from what I explained before. Actually, they go to the specific area where they have been called for a problem and they speak to the person who is in charge there or the person who has made the call and explain to them what they have to--

What kind of person is this?

A Well, it could be anybody, actually. It could be anybody from an administrative person to a housekeeping worker or a security guard, nurse's aide.

Q Could you tell me who supervises the maintenance men's work?

A Who supervises their work?

Q Yes.

A Well, the maintenance supervisor. There are three maintenance supervisors who supervise them, and when they are in a particular area, they are supervised generally by the person that is responsible for that area.

Q In which way?

A Well, let's assume for instance it is a repair to an operating room light. When they would go up to the operating room, they would have to see the nurse in charge of the operating room and she would have to make the arrangements to get the people, the maintenance man in the area to repair the light, and they would have contact with them there.

Q And you have a lead maintenance man in this area?

A Yes.

Q What does he do?

A Well, the only difference between the lead maintenance and the maintenance man is the experience.

Q You said you had helpers.

A Right.

Q What do they do?

A They basically are helping the maintenance man. Maybe holding a ladder, handing up a light bulb to him while he is on the ladder to install the bulb, could be holding up a section of pipe or bringing another section of pipe while the one section is being worked on, could be helping him lift a sink into place or a bulb or fixture.

Q Who else helps these maintenance men as they work?

A Who else helps them?

Q Yes.

A Nobody else really physically helps them.

Q Who else works with them, let me put it to you that way?

A The people in the area would guide them.

Q In what way?

A Tell them where something goes, where they want something installed.

Q And what does the laborer in this area do?

A The laborer is generally the cleanup type.

Q What does he clean up?

A He cleans up whatever it is, a general housekeeping type of duty. Somebody installing a ceiling, there is obviously pieces and parts of dirt that falls on the floor and he sweeps them up.

Q How would you differentiate between the work that the laborer under Mr. Fuentes does and the porters in the housekeeping department?

How does the work differ?

A Doesn't really differ. It is really the same except that the porters are stripping and buffing and shining floors, but they do do some sweeping of the same nature that the laborer in the engineering department would do.

MR. MEYERT: May I have this document

marked for identification, please?

(Document marked Respondent's Exhibit No. 5 for identification, as of this date.)

Q Mr. Fein, I am showing you Respondent's Exhibit 5 for identification. What is that?

A It is a copy of the maintenance log book. These particular sheets start on January 29, 1976, and run through February 9, 1976.

Q That is a week's work?

A Well--

Q A little better--

A Actually, the sheets start on the 29th, so it is a little more than a week.

Q Could you tell us who keeps the log?

A It is kept in the maintenance area, maintenance shop area.

Q Whose are (ea) is this?

A Mr. Fuentes.

Q What are the numbers, the stamped numbers in the far left-hand column?

A They correspond with the number that is written on the work order.

Q And what is written in the location column?

A Where the work is to be done.

Q And what is written in the requested by column?

A It says who requested the work.

Q And what is written in the date column?

A The date that the request was made.

Q And what is written in the remarks column?

A What is done.

Q And what is the unlabeled far right-hand column?

A Who did it.

Q Do you know whether or not this log is kept in the ordinary course of your business in that area?

A It is.

Q Every call is entered as a matter of routine?

A Yes.

Q Do you know who entered these calls?

A It is the job of Mr. Forbes, who is one of the maintenance men, and it looks like his handwriting to me.

Q Looking at the page numbered 6 in the upper left-hand corner--

A The one starting with 021822?

Q That is the one.

I call your attention to the requested numbered 021833, and ask you who made that request?

A Who made that request?

Q Yes.

A Housekeeping supervisor.

Q Name Martinez?

A Right.

Q And what had to be done?

A I think in this particular case nothing was done. It appears to be a problem that couldn't be handled.

Q Looking at Page 4 of the log, Page No. 4, I call your attention to Item No. 021784 and I ask you--

A Page 4?

Q The page numbered 4, which is the top sheet.

A There is no 4 on that page. Could you repeat the number?

Q Maybe I am reading it wrong. I am looking at 021763--

A Yes. 763,36 --

Q The 7641 is the one I am referring to.

A Polhemus Building--

Q Could you tell us what had to be done with the 764 order?

A The same type of work as I explained before, the toilet had to be either plunged or drain line had to be cleared with commercial cleaner.

Q Where did the call come from to get that work done?

A From the Polhemus Building, telephone operator. The telephone operators are in the Polhemus Building and have a bathroom that is right behind them.

Q I call your attention on the same sheet of paper to Order No. 021769. Who called in that request for repairs?

A Central supply supervisor, Miss Moore.

Q And where did the work have to be done?

A Something I do not understand because the work had to be done in the emergency room, but obviously she made the call.

Q What was done?

A Same type of work; line had to be either plunged or cleaned.

Q Was it a toilet or what?

A In this particular case it was a sink. Other was toilet.

MR. FRIEDMAN: Excuse me.

JUDGE MILLER: Do you have an objection?

MR. FRIEDMAN: Yes, Your Honor.

The document states "sink is stopped," states who did the work, states who made the call. I frankly don't understand the purpose of this going over and over these things.

JUDGE MILLER: Is all this information clear from the document?

MR. HEYERT: No, Your Honor. The information stated just shows the order number, the location where the work has to be done, who requested it, but doesn't tell you who the person is. It gives a name and shows the work that has to be done and who did it, but it doesn't at all explain what was involved in doing the work or with whom the person may have worked in performing it, maintenance man may have worked with in performing it, doesn't show that.

JUDGE MILLER: All right, proceed.

Overruled.

BY MR. HEYERT:

Q Looking at that sink stopped up order, 021769, could you tell me, if you know, with whom the maintenance man who unstopped the sink had to work with when he did the sink unstopping?

A I do not know for a fact.

Q Do you know what procedure is required?

A Yes.

Q Would you explain that?

A It would be to go to the emergency room where the call came from and ask which particular sink they are having a problem with and ask them if he can work on it and either try to plunge it or clean it, however it may have to be cleaned, and then inform the person who is in charge of that area that the work was either done or could not be accomplished and the reason why.

Q What other employees work in the emergency room?

A There are nurses, doctors, technicians, nurses' aides, porters.

Q Where do your ambulance drivers work from?

A Right outside the emergency room.

JUDGE MILLER: Letme ask this as maybe a way of shortening the record here.

I am assuming that you are basing your argument on inappropriateness on a community of interest because the maintenance people have contact with other employees?

MR. HEYERT: Contact, common supervision, and we will get to later, community of interest with respect to benefits received, transfers, wages and the like, traditional factors.

JUDGE MILLER: In regard to the things we are going over right now, can we assume, or perhaps stipulate that the work of the maintenance men is done throughout the hospital at the request of whoever works in the area where the maintenance works needs to be done? And that on going into an area they check with whoever is in charge of that area, whatever department it may be and are told what it is that needs to be done?

Would you agree with that, Mr. Friedman?

MR. FRIEDMAN: Your Honor, I would agree with all but one element.

If I can take about twenty seconds, I think I can just check--

JUDGE MILLER: Before you go check, let me throw in another element or two.

That in doing this work they may be told where it is or what needs to be done by, for example, the nurse on duty, or could be a doctor or could be somebody else, but that the person who makes the request, the nurse, for example, doesn't assist them in actually doing the work, doesn't hand them the tools, doesn't participate in the maintenance work that is requested.

MR. HEYERT: Your Honor, it may be that the person who makes the request doesn't necessarily assist him, but I think the witness' testimony is clear that on many occasions people in non-maintenance and engineering jobs do work along with them in doing the job, cleanup with housekeeping people, for example.

Perhaps we can get to the specific incidents of that, but let's leave it up to the point and let's see if we can get an agreement on that perhaps.

(Mr. Friedman has a discussion with an unknown party.)

MR. HEYERT: Another thing significant--

JUDGE MILLER: Let's wait until Mr. Friedman is finished.

Back on the record.

MR. FRIEDMAN: The General Counsel would go along with the statement of facts as you stated them, with the one provision that although we would agree that the maintenance people occasionally and perhaps even a good deal of the time do check in with the nurse in charge, in certain situations they may not, common areas, obvious jobs, there is a light out in the middle of the hall or something like that, but with that exception, we would in fact stipulate to the statement as you put it.

JUDGE MILLER: All right. Is it--

MR. HEYERT: Yes, except I would like to add, Your Honor, no way meaning to change what General Counsel stipulated to, but to add that the nature of the work performed or classic examples or typical examples of the kind of work performed are the kind shown on this log which is Respondent's Exhibit 5, which I will offer in a minute, if I haven't already offered it.

This is a week's sample and it goes from soup to nuts as far as I can tell, and it is typical.

We can get that from the witness if they won't stipulate to it.

JUDGE MILLER: Okay, I will let you finish with the document.

I will accept the stipulation as he suggested the facts, and I think we can shorten the record somewhat by that.

MR. HEYERT: I think so.

JUDGE MILLER: Okay, the stipulation is received.

Let's get more into the kinds of work they do and as shown by that document perhaps, and what actually is done with other employees or employees from other departments.

MR. HEYERT: I am sorry, but Mr. Karlebach tells me I have just stipulated, and if I did, I surely did not mean to, that the maintenance people did not work with other employees.

JUDGE MILLER: No. I think you excluded that from the stipulation. You said there are instances when they do work with other employees and I will permit you to go into that.

MR. HEYERT: Okay.

Off the record for a moment?

JUDGE MILLER: Off the record.

(Discussion off the record.)

JUDGE MILLER: On the record.

BY MR. HEYERT:

Q Mr. Fein, is Exhibit 5 kept in the ordinary course of the hospital's business?

A It is.

Q And does it represent a typical picture of the work done by the people in Mr. Fuentes' area?

A It does.

MR. HEYERT: I would like to offer Respondent's Exhibit 5 in evidence.

MR. FRIEDMAN: Again, I have no objection save the standing--

JUDGE MILLER: Very well. I will receive it.

(Document marked Respondent's Exhibit No. 5 for identification, received in evidence, as of this date.)

Q Mr. Fein, would you give me some examples of where these people, maintenance people in Mr. Fuentes' area worked with people in other departments and areas of the hospital?

A One general area, as I mentioned before, would be the delivery and receipt of equipment and deliveries that are made--

Q You mentioned that before in connection with an area other than Mr. Fuentes.

A Well, the reciving area is common to all departments.

MR. FRIEDMAN: Your HOnor, again, as before, I would object unless there is some sort of standard as to whether this witness is testifying from things he has seen or just whether these are the way things are supposed to work.

I think it is entirely unclear from much of the witness' testimony whether he is describing incidents that he has seen or incidents that have been reported to him to the extent possible--

MR. HEYERT: I will be glad to develop. That could have come out on cross, but let me focus on it right now.

Q Mr. Fein, tell us what you do in the course of your working day that would bring you into contact with the maintenance people on the job.

A I make rounds to the different work that is being done. I make rounds throughout the hospital where I come in contact with not only maintenance people but all people that are working in all the departments.

Q And how frequently do you make those rounds?

A Usually on a daily basis.

Q What does this involve?

A Involves walking around through the hospital on different administrative rounds and different tours ofthe hospital to determine specific problems for specific reasons.

We make a housekeeping round, we make administrative rounds, and we go through--we take specific areas and we look at what is going on in those areas, and of course I am constantly called on on a particular problem that may occur in a particular area, like the time we had a leak, that I mentioned before, in the accounting area whereit was water coming down through the ceiling.

I went up there to see what was happening, what the problem was, and in fact, I recall it happened to be after four o'clock, and as I went into the elevator I saw housekeeping personnel already going up to the area, and typical example of where housekeeping and engineering people are working together in the same particular area.

The water was coming down and they were mopping it up at the same time.

Q In making these rounds, do you have occasion to observe what employees in the hospital are doing?

A I do.

Q What is the purpose of the rounds?

A Exactly what you said, to observe what the employees of the hospital are doing.

Q Give me some examples that you have seen yourself of maintenance employees in Mr. Fuentes' area working with hospital employees in other departments' areas.

A I think it was last Christmas, there was a leak in the nurses' residence, which is 349 Henry Street, and at that time they were preparing for a party or meeting--I do not recall which it was--and the water was spilling on the floor and actually there were mainenance people and housekeeping people together mopping, trying to get the water out at the same time as they were trying to do the repairs. And that was an example.

Q Can you give me any other examples?

A There were times when we were moving the kidney area and the maintenance people were painting at the same time that the housekeepers were buffing the floors and stripping down the floors.

When we moved the hospital, the hospital personnel and the engineering personnel together loaded all the furniture that wa s coming into the hospital and the old furniture we were pulling out of the other areas together.

Q Do you have a locksmith at the hospital?

A Yes, we do.

Q And he is in the security department, I think you testified earlier?

A Yes.

Q And what does he do?

A He installs and repairs locks throughout the hospital. He works, here again, at interaction between him and the maintenance people because the maintenance people cut the holes in the door and he installs the locks, and he is constantly working with the maintenance men in installing locks.

The maintenance man comes and cuts the hole, the locksmith installs the lock.

Q Do your maintenance men have occasion to work in the operating room?

A Very often.

Q With whom do they work up there?

A Well, see, the operating room personnel are different. They have their own housekeeping personnel in the operating room.

When there is work that is being done in the operating room, it is the operating room personnel that do the cleaning while the maintenance people are working there, and in that case they come in contact with the operating room personnel.

There is a porter that is assigned to the operating room and he is responsible to the operating room nurse rather than to the housekeeping department. So I would say that comes--

Q Is there any particular kind of garb that your maintenance people have to wear for the operating room?

A Yes, especially when they go in there during the day or after the room is already sterile.

They get permission from the operating room nurse who lets them in to the locker room and they change into greens or take their shoes off or cover their shoes with the little green slippers that they have to keep the room sterile.

Q Who else wears that kind of garb in the operating room?

A All the people that are working in the operating room, including the doctors.

Q Do you have any other examples that you can give me of maintenance people working with people in those departments, specific examples that you have seen?

A Well, there are specific examples. When there is a problem--when you get a security guard who has, you know, seen something in the eveningtime that is a problem and he will call the boiler room and he would not necessarily work side by side with him, but he would surely show him what the problem is that he has found.

I have seen that happen two or three times because I come up to the area afterwards and see what the situation is.

Q Can you tell me how often you have major leaks that turn into floods at the hospital?

A More often than never, I hate to admit, but this year at least there were two I saw personally, and three others that I heard of this winter.

Q What responsibilities, if any, do the maintenance people have to fix broken windows at the hospital?

A Some windows they do fix and some windows they do not. Some they can handle and some they can't.

In other words, if it happens to be replacement of a pane or something like that, maintenance people do it.

If it happens to be replacement of a whole large piece of glass or it has to be glazed into place, it is done by outside people.

Q Well, assume in most cases that they are fixing the window themselves, putting in a new pane of glass. Would you tell me whether or not they work with other employees in other areas?

A They come in contact with them, yes.

Q Do they ever have occasion to move things when they fix--

A Yes. In that glass inside, of course the housekeeping people would do the cleanup of the glass.

Q And in Mr. Fuentes' area, do you recall any work that was contracted out in November, 1975, with respect to making steel stops?

A Yes.

Would you refresh my memory on the order?

Q Showing you a hospital purchase order dated November 3, 1975, I ask you whether that refreshes your recollection.

A Yes.

Q Can you tell me what kind of work was subcontracted at that time?

A Fabrication of steel brackets.

Q What did that involve?

A Involved making brackets that were three inch by three inch by one-quarter inch thick.

Q Brackets for what purpose?

A To be used on a parking unit that we have. It lifts one car up so you can put another car underneath.

Q And why was that work contracted out?

A That is not the type of work we have the skill to do in house.

Q Do you have individual washing machines at the hospital, family-size washing machines?

A Yes, we have some.

Q Do you have any other kind of washing machines?

A We have laundry washing machines.

Q Who maintins the family-size washing machine?

A When we can, the maintenance people.

Q And on other occasions?

A Other occasions we have outside service.

Q What determines when you have outside people do it?

A Depending upon the degree of work that has to be done. If it needs a new transmission or something, obviously we are going to get outside people to get that done.

If it requires an adjustment or electrical problem, we would probably do that in house.

Q Can you tell me what work, if any, your maintenance people do with respect to the oxygen supply system at the hospital?

A Very little, if it has to do with the piping.

Q What kind of system is that?

A System for distribution of oxygen throughout the hospital.

Q And how is the oxygen distributed?

A In pipes.

Q Who maintains those pipes?

A It is not really maintenance. If there is a leak in the pipe, it has to be repaired when you are losing pressure in the system.

Q Who fixes the pipe?

A Usually we go to an outside plumber for that.

Q What is that?

A First of all, it requires a license and should be tested, piping should be tested, and we usually go to an outside unit to be sure it is done properly.

Q Now, do you know who Mr. Hallor~~i~~an is?

A Yes.

Q Who is he?

A Mr. Hallor~~i~~an is the plant operations manager in the Atlantic Avenue building.

Q To whom does he report?

A Mr. Cregan, as director of engineering.

Q Is he the last of the people who reports directly to Mr. Cregan?

A I think we went over everybody else; yes.

Q Could you tell me who works for Mr. Hallor~~i~~an?

A Yes. There are seventeen employees, not including himself. There is one plant operations superintendent, six maintenance men, one preventive maintenance man, three firemen, one incinerator man and five laborers.

MR. HEYERT: Please mark this, please.

(Document marked Respondent's Exhibit No. 6 for identification, as of this date.)

Q I am showing you Hospital Exhibit 6 for identification. What are those?

A These are maintenance job sheets.

Q In what area of the maintenance and engineering group?

A These are all for the Atlantic Avenue building.

Q Under Mr. Hallorin^a?

A Yes.

Q Look at the top sheet. In the upper left-hand corner you have an item called quantity, part number or description, unit cost.

What goes in there?

A The materials used.

Q And what goes in the middle of the sheet, upper portion, location, requested by, cost center number?

A That lists the location and tells who requested, where, what cost center, when the work was done and the time it was done.

Q And beneath that, labor instructions, repair order; what goes in there?

A What has to be done.

Q And beneath that, the mechanic report; what goes in there?

A After the work is done, the mechanic writes in there whether it has been accomplished or it not been accomplished and the reason why it hasn't.

Q You do not have any people called mechanics in Mr. Hallorin's area. Who fills that out?

A The maintenance men.

Q And on the right-hand side of the sheet, what goes in the personnel column?

A The name of the person who did the work.

Q And in the internal summary, what goes in there?

A The labor.

Q Are these kept in the ordinary course --

A Well, that is the labor, parts, that is where the amount is totaled.

Q The total cost of the job?

A Right.

Q Are these sheets kept in the ordinary course of the hospital's business?

A Yes.

Q Do you know who keeps them?

A They are kept in the maintenance department in the Atlantic Avenue building.

MR. HEYERT: I would like to offer this into evidence.

MR. FRILDMAN: In addition to the objection to the line as before, I just have to object on the grounds of irrelevance.

I think we are getting a voluminous amount of material which adds nothing to the case.

I think the statement of facts as you stated them, covers anything that might be included here.

MR. HEYERT: Well, this is designed to show another area of the hospital, Your Honor, that we have not covered before, and I am trying to short circuit it by putting in these items to indicate what the men do in this other area.

This is the new building and this shows how they operate there.

JUDGE MILLER: I think it is relevant. I will receive it.

Objection overruled.

Respondent 6 is received.

(Document marked Respondent's Exhibit No. 6 for identification received in evidence, as of this date.)

BY MR. HEYERT:

Q Can you tell us the period of time covered by these maintenance job order sheets that are Exhibit 6?

In other words, what--

A Yes. I am just looking to see--

Q What period of time does it cover work for?

A Well, it starts February 1, and if they are in order, I assume it ends February 7. That is between the first and seventh, 1976.

Q And what classification are the employees who performed the work shown on the sheets?

A In general, maintenance men.

Q Did you testify that you had preventive maintenance men working for Mr. Hallorin, too?

A We have one preventive maintenance man.

Q What does he do?

A He happens to be physically charged to that department. Some of the preventive work he does is throughout the hospital.

Q Did you say that you had people classified as laborers in that area?

A Yes.

Q What do they do?

A Laborers in that department operate a Soma~~k~~t machine, which is--it is basically a compactor that operates by pulverizing and liquidizing the waste.

It goes to a slurry and the sluffy is pushed on.

After it is pulverized, it comes out like a flake that looks like an ash, and the laborers take the garbage or trash that has come down, that is handed to them from different departmsnts that bring it, like dietary brings it down to this machine and it is loaded into the machine and they operate the machine and the stuff goes into a pulverizer which is downstairs in the basement of the Atlantic Avenue building, and it is pushed as a slurry up to opposite the employees entrance, but it dumps out into a hopper.

Q How much training if any do you have to have to operate the Soma~~k~~t machine?

A Takes about a couple of days to train somebody to operate it.

Q And you say people bring down garbage to them?

JUDGE MILLER: You have to speak up. You are shaking your head.

A Repeat, please.

Q I said people bring down garbage to the laborers?

A Yes, all garbage and trash is brought down.

Q Who brings it down.

A People from the different department; housekeeping--

Q Give classifications.

A Housekeeping workers, porters, dietary workers, lab personnel. I do not know the exact classification of the personnel in the lab. These are the type of people.

People from the cafeteria, also dietary workers. They physically bring this down to the Somak room.

Q And do what when they get there?

A They hand the garbage, or they wheel the carts which have the garbage in it to the Somak room and help the operator get it into the room, and from there on he takes it and dumps it into the Somak machine.

Q Could you give me some examples, if there are any, of what the maintenance men who works for Mr. Hallorin do with people who are employed in areas other than maintenance and engineering areas?

A Same type of thing as what I mentioned before. Actually, they get a call, they go to the particular area, they would be, say, repairing a ceiling or changing a light bulb or repairing a nurse call system, repairing a bed, that type of work.

Q And they work with others much like the people who work for Mr. Fuentes work with others?

A Right.

Q You said you had some firemen working for Mr. Hallor~~i~~an; what did they do?

A Here again is the same problem with terminology, firemen, and it really should be maintenancemen. Really no difference.

Q They work around the hospital, around the Atlantic Avenue building, too?

A Right.

Q Would you look at Exhibit 6 and tell me whether the repair orders shown on those sheets are fairly typical of the work the men Mr. Hallorin supervises do?

A Yes.

Q Who services the Soma~~k~~t machine that you described for us?

A Who services the machine? We have a service contract from Soma~~k~~t.

Q What is involved in servicing that machine?

A Oh, adjustments. Occasionally it has a screw type conveyor which occasionally has to be pulled out and bearings replaced on it.

It also has, more or less, a pulverizer which has a blade with a very small clearance and that has to be occasionally taken out and replaced or grind down, and that is done under a service contract with the Soma~~k~~t people.

Q Why do you have Soma~~k~~t do it rather than your own people?

A We just couldn't do that.

Q Why not?

A Here again, we do not have the skills to do that.

Q Will you describe the kind of air conditioning equipment you have in the Atlantic Avenue building?

A Different type of equipment than from the system we explained in the other building.

At the other building it is a direct expansion system, which gets the cooling effect from freon. The case of the system that is in the Atlantic Avenue building, the air condition system is directly tied with the heating system and is called absorption system, and basically the difference in it is, it is actually the steam system in conjunction with absorbers and absorbent chemicals that abstract heat and adds it to the steam and it is absorbed and there is no direct expansion of freon. So therefore, the system that is used for heating is the same system that is used for cooling. And there are what is called fan coil units in each and every room and in the wintertime the coils get hot water brought to it and in the summertime it gets chilled water piped to it, and it has a switch on the unit that says low, medium and high, and that only controls the speed of the fan that is in the particular unit that is in the room.

So basically, what happens is the absorption system manufactures the chilled water and sends it to each unit through the building and if someone turns the fan switch on in their room, it will blow air across the coils and either give cooling or heating.

Q How do you maintain this air conditioning system?

A Well, it also is on a service contract with the Trane Company.

Q Your own people don't do it?

A They do some minor maintenance, but in general the maintenance is done by Trane Company.

Q What do your own people do?

A They are responsible for checking the operation of the fans. They maintain the levels of the absorber. They maintain the pumps, the bearings, they check the pressures, check the reading.

Q And what does the Trane Company do?

A They would actually service the internal components of the machinery and replace it if it has to be replaced.

Q Why is it you have decided to contract some of the repair work out to--

A Because it requires special training that the Trane people have.

They have this type of equipment. It is not the type of training people in house would normally have.

Q Do your people in house have the type of training necessary to--

A No, they do not.

Q --necessary to maintain the Trane equipment?

A No, they do not.

MR. HEYERT: That is it with this witness.

JUDGE MILLER: Mr. Friedman?

CROSS-EXAMINATION

BY MR. FRIEDMAN:

Q Mr. Fein, who makes the machinery that the Trane Company repairs?

A Who makes the machinery?

Q Yes.

A Physically build it?

Q Yes, who manufactured that system?

A Trane.

Q And who manufactured the machinery that the Somak Company services?

A Somak.

So, in fact, they do major repairs on their own equipment, is that so, on the equipment that they manufacture?

A If you have a contract with them, they do, yes.

Q Now, you have explained a good many forms that have to be filled out. For example, Respondent's Exhibit 6.

These are filled out by maintenance people?

A Yes.

Q Do the porters have to fill out any forms like this when they go to perform a job?

A No.

Q Do the housekeepers have to fill out a report saying they cleaned room 330 or--

A No. May I qualify that no?

JUDGE MILLER: Complete your answer, yes, please.

A The housekeeping personnel do a repetitive task each and every day. They have an assigned task and it is repetitive.

They have an assignment of cleaning rooms, 305 to 309 and they do these rooms each and every day. There is no reason for them to fill out forms that they have done them. That is there job to do. They do those particular rooms and their schedule calls for that.

These others are not repetitive tasks. They are different each and every day and each and every week and each and every month.. They are the same in kind, but they are not necessarily repetitive.

Q And that is why, for example, maintenance have to fill out these forms, because of the nature of the work?

A Well, there are many other reasons why they fill out the forms, physical reasons also.

Q Glancing at Respondent's Exhibit 6, noticing that the first document refers to light bulbs, do the housekeeping people change light bulbs?

A No, they do not. They may report that one is needed, but they wouldn't replace it.

Q Well, wouldn't anybody who happened to see a light bulb out report it?

A Possibly, yes.

Q Would you, for example, if you see a light bulb out in your office, report it to the maintenance section?

A Definitely.

Q Just glancing at another one, I see a bed crank loose. Hospital people wouldn't replace that?

A No, they wouldn't.

Q By the way, you mentioned several times stripping work performed by them. By that do you mean removing a coat of wax from the floor?

A Yes.

Q You do not mean scraping down the floor itself with sandpaper or anything like that?

A No. That work would normally be done by maintenance.

Q I believe you stated you had in the same area painters were painting and you had other people buffing the floor, and this was in the same area at the same time?

A Yes.

Q Normally, wouldn't you buff the floor after the painters finished painting?

A That would be the most advantageous way to do it, but many times you are in a hurry to get an area back into service and you do it as best you can.

The particular case that I mentioned, that was what was happening.

Q The maintenance people don't buff the floors, by the way, do they?

A No, they do not. There have also been many occasions where a room had to be--in fact, I remember one or two particular occasions over the last couple of years where a room had to be made ready for a particular person, and the housekeeping was in the room making the bed while the painters were still in painting because there was such a backlog in the emergency room or the CCU or something like that, where the patient had to get into a particular room.

It would be nice if we had time to sit around and do first the painting and do the window washing and do the buffing of the floors, but unfortunately when you are in a business of serving the sick, you can't tell them to wait with their problems until you buff the floors.

Q So in many cases you, for example, have doctors in a room attending a patient while, let's say, the porter is cleaning up something?

A That occurs, yes.

Q And would you have the doctor in the room attending to a patient when perhaps somebody is fixing a leaky faucet?

A I did not hear you.

Q In other words, would you have a maintenance man fixing a leaky faucet and a doctor is in the room attending a patient?

A It depends. I can't see the time when it arises. Usually when a doctor is examining the patient you wouldn't expect anybody to be in the room other than the doctor, patient and nurse, but there are definitely occasions when a doctor is sitting on the patient's bed and taking a patient's history where it would be perfectly all right for the maintenance man to be there servicing an air conditioner or getting the room ready.

It is not good practice, but it is done.

Q The doctor isn't helping the maintenance man, though, is he?

A What?

Q The doctor isn't helping the maintenance man?

A Usually not. He is trying to help the patient.

Q Would the nurse be helping the maintenance man fix the air conditioner or leaky faucet?

A She may be explaining what the problem is. I do not think he would expect her to do the repair herself.

Q Would a porter be helping the maintenance man fix the air conditioner?

A No, but he may be helping him pull it out of the window or moving it into the hall.

Q Now, you mentioned--I think you stated that there would be incidents in which both maintenance employees and housekeeping people would be doing the same type of work and you mentioned, for example, I think sweeping up, cleaning up a mess that was made.

A Well, what I said basically is that there is a laborer in the boiler room who sweeps. Whether he is sweeping the boiler room or there is a porter who is sweeping the operating room or there is a porter who is sweeping the floor of the hallways, it is still sweeping. That is the only corollary I tried to make.

Q I think you were testifying with regard to maintenance employees who might be performing work upstairs in the general areas of the hospital and you said he would be cleaning up a mess that he made, for example.

A They are instructed to do so, yes.

Q In other words, if he knocks down a wall to get at a pipe, he is expected to sweep up the pieces of plaster?

A The large pieces, yes. Usually what happens is the small pieces that remain on the floor, the last cleaning and final cleaning is done by housekeeping.

Q In other words, would you say that the maintenance person doesn't actually use a broom and everything, he just picks up the large pieces?

A No, he uses the broom.

You mentioned taking down a wall. It is obvious he is going to use more than a broom. He will probably be using a shovel in some instances.

Q Would there be any instance where an area needed cleaning up, floor needed sweeping, and you would call a maintenance man to do it, or would that only be in a situation where the maintenance man may be met in the first place?

A I think in general it would be where the maintenance man may be met.

Q Now, you have testified to several instances where you subcontract out work, and I think the last one was steel brackets that were made.

Now, you stated that your men didn't have the skill to manufacture these brackets.

A Nor the equipment.

Q So they did not have the equipment to manufacture them either?

A Right.

Q Do you have, for example, pharmacists employed at the hospital?

A Of course.

Q And they are skilled and certified pharmacists or whatever licensing requirements the State has?

A They are.

Q Did your hospital ever buy drugs from outside pharmaceutical firms?

A Of course.

Q Would that be because your pharmacists do not have the equipment or raw materials to manufacture those drugs?

A It may be. It may be less expensive for them to buy it outside.

Q And I take it the hospital buys a good deal of other things like test tubes and carts and trays for the dietary area and, in general, a rather large volume of material necessary to run the hospital, is that correct?

MR. HEYERT: Objection; immaterial. What we were talking about on direct was the subcontracting of maintenance and repair work, not purchase of supplies.

MR. FRIEDMAN: I think there can be a very fine line sometimes.

JUDGE MILLER: Well, I will allow you to proceed a while on this line. It is not terribly irrelevant

BY MR. FRIEDMAN:

Q Your hospital does buy, in other words, a great deal of equipment of that sort, test tubes, trays for the dietary area?

A That is really not called equipment, but yes, we do buy--

Q And you buy them, again, because you do not have the facilities to manufacture these things?

MR. HEYERT: Objection. That is completely irrelevant, Your Honor.

JUDGE MILLER: Overruled.

A Could you repeat the question?

Q You do not have the facilities to manufacture these things, is that correct?

A Such things as test tubes and trays?

Q Yes.

A That is correct.

Q And just lastly, along that line, I take it you also buy technical and medical equipment of various sorts, is that correct?

A Yes.

MR. HEYERT: Objection.

JUDGE MILLER: Overruled.

Q You do?

A That is correct.

Q And do you employ technicians?

A We do.

Q You have referred numerous times in your testimony to nurses and you said nurses' aides.

When you were referring to nurses, were you referring--do you have Registered Nurses or are they Registered Nurses and Licensed Practical Nurses?

What sort of nurses were you referring to?

A Registered Nurses, Licensed Practical Nurses and nurses' aides.

Q These nurses who are in charge of the floor, for example, were they Registered Nurses?

A A nurse that is fully in charge of a floor would be a Registered Nurse, yes.

Q And for example, that assistant director of nursing you referred to, who, I believe, is in charge on weekends, is that a Registered Nurse?

A Weekends, nights and holidays, that is a Registered Nurse, yes.

Q Is that individual in charge, by the way, of the entire hospital at that time?

A That is so.

MR. FRIEDMAN: Your Honor, could we take a five minute recess?

JUDGE MILLER: Okay, let's do that.

(Short recess taken.)

JUDGE MILLER: Let's proceed.

BY MR. FRIEDMAN:

Q Mr. Fein, I believe you stated that there was a point at which job titles were changed within the maintenance department.

A It was a reorganization.

Q And you stated that as a result of that you no longer have carpenters as such?

A That is so.

Q And that was when?

A As I recall, the changes were--I do not remember the exact year. It started 1971, I think it was, '71 or '72.

Q Yet you refer to the fact that you had a carpentry shop. Can you tell us who works in the carpentry shop?

A People who are involved in carpentry, obviously.

Q Do you have any people still known as--

A I did not say we don't do carpentry work.

Q You no longer have people, though, whom you call carpenters?

A That is right.

Q Do you have any people known as plumbers?

A No longer, no; called maintenance men.

Q Do you have any people known as masons or painters?

A No, not any more.

Q Now, you have introduced or identified several maintenance job sheets, I guess, which are Respondent's Exhibit 6.

A Yes.

Q When you keep these sheets as records, do they stand exactly as they have been put in evidence or do they have an attachment to them?

A They have an attachment to them.

Q And looking at Respondent's Exhibit 5, which is, I believe, the log book, refer to the number on the far left, 021738, et cetera.

Does that refer also to the number of an attachment or individual sheet of some sort?

A It is work order request, yes.

Q The sheet that is attached to each of Respondent's Exhibit 6, would that be F-100 sheet?

A I do not know what the numbers are.

(Document shown to witness.)

A (continued) Yes.

Q And you stated 1971 you did away with those various job titles?

A That is so.

Q Do these f-100 sheets refer specifically to painter, plumber, mason, electrician?

A They do, but the f-100, these sheets have been in use many, many years and we haven't printed up different ones, that is all.

Q And you are still using them to this day?

A Yes.

MR. FRIEDMAN: Your Honor, I would ask to have this sheet, both f-100 and attachment, which is actually just a blank copy of the same thing, that is Respondent's Exhibit 6, marked as General Counsel's Exhibit 3.

(Document marked General Counsel's Exhibit No. 3 for identification, as of this date.)

MR. FRIEDMAN: I would offer it as General Counsel's Exhibit 3.

JUDGE MILLER: Any objection?

MR. HEYERT: I object on the ground that it is not material, Your Honor, and before we admit it I would like to ask some questions on voir dire, if I could.

JUDGE MILLER: Voir dire would go to authenticity rather than materiality.

MR. HEYERT: Well, I think it would help

to bring out just what the document involves.

What we have is a form here and without further explanation of the form, I do not think it has any materiality whatsoever other than the fact that General Counsel is using it to show that we have got an electrician title on there, and painter and plumber title on there, and I want to show other things on there as well, and would ask what purpose they serve.

JUDGE MILLER: I am going to receive it now. You can ask that on redirect.

That is received.

(General Counsel Exhibit No. 3 for identification, received in evidence, as of this date.)

BY MR. FRIEDMAN:

Q Mr. Fein, what is actually done with these f-100 forms? In other words, why don't you tell us how they are filled out and by whom?

A They are filled out by all departments-- all departments have these forms and if they want to request a repair, they fill out the form.

Q And to whom do they send it?

A To the maintenance department.

Q To any individual in the maintenance department?

A Maintenance department.

Q It doesn't go to the head of the department or to Mr. Cregan or--

A It usually goes to the department. Doesn't specifically say to so and so, just to the department.

Q Is there a pigeon hole or something, is there some sort of routing system that the hospital has? Is there a pigeon hole where people pick up mail--

A Usually delivered, but it could be hand carried or--

Q And it is given to whoever is in the department?

A It could also be filled out by someone receiving the call andsomeone in the maintenance department receives the call and fills it out himself.

For instance, if the maintenance man in the department gets the call, he fills out one of these slips which says, so and so called and this is the work that is requested. That is another way for this to get initiated.

Q Now, you refer, I think, to two positions. You referred to chief engineer. Who would be the chief engineer?

A Right now there is none.

Q And there is a director of engineering?

A That is right.

Q And is that Mr. Cregan?

A Yes.

Q Where would the chief engineer position fall, above or below the director of engineering?

A I think it is semantics. If there were a chief engineer, it would probably be at the level of say, Mr. Rose.

Q And in fact below--

A Below the level of director. That is an archaic term, as is the term fireman.

Q Now, you refer to the reorganization of the maintenance department that you said took place approximately when?

A Well, it started sometime in 1970, end of '70, beginning of '71.

Q Prior to that reorganization, who was the director of engineering?

A Prior to what?

Q Prior to your reorganization that you referred to.

A I was.

Q Well, what position was that, director of engineering?

A Yes.

Q And subsequently the director of engineering is still in charge?

A Director of engineering now is Mr. Cregan.

Q But he is still in charge of that same--

A Same group of people.

Q So, in fact, the change or the reorganization was the formation of separate groups below the level of director of engineering?

A It was separate groups below the level of director of engineering, below, right.

Q And then the appointment of several lower echelon supervisors?

A Right.

Q Now, I take it, turning to Respondent's Exhibit 1, your organizational chart, all the employees that you have been testifying to, not the housekeeping, not the nurses, but the maintenance employees you have been testifying to, they all fall into the box here that says engineering, Mr. Cregan, is that right?

(Document handed to the witness.)

A They are all under that box, that is true.

Q And the housekeeping personnel, the porters, maids, et cetera, would fall under the next box?

A That is true.

JUDGE MILLER: Would you be a little more explicit on what you mean--

Q Next one below, meaning Mr.--

A Chodrow.

Q Chodrow?

A Yes.

Q Next box below on the chart directly--

A Right.

Q I take it these blocks are not representing size of the various departments, is that correct?

A Absolutely not.

Q I notice on this chart also the dietary department is under a Miss Warner.

A Yes.

(Document handed to the witness.)

Q And that department is not under your direct supervision, is that correct?

A That is correct.

Q It is under the associate administrator of medical affairs?

A That is true.

Q Now, with regard to personnel, are personnel in the maintenance department evaluated during the course of the years; do they receive any regular evaluation?

A Yes.

Q By whom would the evaluations be made?

A By their immediate supervisor.

Q At any higher level are they also evaluated, such as by Mr. Cregan?

A They are; same form, though, same rating form.

Q And would that same thing be true also of the housekeeping as to Mr. Chodrow?

A Yes.

Q And the dietary as to Miss Warner?

A Right.

Q Now, when an employee is to be hired, for example, for the engineering department, who would interview him?

A It depends upon the level of the employee. If we were going to hire an operations manager, Mr. Cregan would do--well, the actual hire would start with the screening in the personnel department, and what I would do is put in a request I need a certain operations manager, let's say, and--

Q Well, staying at the lower level, rank and file employee level.

A Well, the preliminary screening is done by the personnel department and they come up with, say, three or four candidates that they think are satisfactory and then they are usually interviewed by Mr. Cregan.

Q And does he have the authority to hire or fire them?

A Yes.

Q Hire them, in this case?

A Yes.

Q Also, as far as authority to fire, does Mr. Cregan have the authority to fire an employee?

A He can recommend.

Q Do any people below him, by the way?

A What?

Q Do any of the supervisors below him have that authority?

A They can recommend it. Actually, the ultimate authority for firing an employee is only in the hands of the executive director. The only thing that I could do as associate administrator is suspend pending final decision by the executive director.

Q Can Mr. Cregan do that also?

A He can.

JUDGE MILLER: Off the record.

(Discussion off the record.)

(Short recess taken.)

JUDGE MILLER: Back on the record.

Let's proceed. We are going to go until at least five o'clock.

Q Mr. Fein, you refer to the oxygen supply system and you mentioned there was an incident where there was a leak in a system.

A Yes, there was.

Q And you stated that an outside plumber took care of that leak.

A Yes.

Q Do you recall what the name of the outside plumber was?

A Senid Plumbing.

Q Well, first of all, do you have a George Lopez who is employed in your maintenance department?

A We do.

Q And in fact, didn't he work on the leak in the oxygen system?

A If he did, I am not aware of it.

Q Are you familiar with a Mr. Troiano?

A Yes.

Q And is he the head of Barnel Plumbing?

A He is. I think he is a principal, if that is what you mean.

Q I think you refer to--for example, in Respondent's Exhibit 3 you referred to a contract with Barnel Plumbing.

A Yes.

Q Do any of your people, your maintenance own persons, your own maintenance people to make plumbing repairs?

A When a plumbing repair is made, it does not require a licensed plumber.

Q Is there any other type of plumbing repairs that do require such a license?

A Not repairs; installation.

Q Have any of your people performed any of this installation work using Mr. Troiano's license?

A Yes. In other words, what would happen is we would do the work, we would file for it under his license and he would have to get the inspection, he would be responsible for the supervision of the work, and if the work was not done properly, he would be responsible for seeing that it was changed.

He wouldn't take out--he would take out the permit and meet with the inspector.

Q What sort of installation work would that be?

A New water main.

Q Would it be involved, for example, in--would that kind of work be involved in putting in a new bathroom or a new sink area?

A It would.

Q And your people do have the skill, though, to --

A Excuse me. Not putting in a new sink. If the sink is attached to an existing stack or existing line, there is nothing required--

Q In other words, a whole new area where you are building from scratch?

A Yes.

Q And your people do have the skill to perform that work?

A Some of it, yes. Some, no.

Q Now, you referred to an incident, I think you said by the morgue, with an electrical relay.

You stated that when the maintenance man came up to perform the work, there was in the area, I think you said, ambulance drivers, emergency room people, security guards--

A That is not what I said. I was not there when he performed work and I couldn't tell you who was there. All I stated is who was likely to be there.

Q So you do not know for certain they were there?

A I do not know if anybody was there.

Q Assuming they were there--you said it would be likely they would be in the general area?

A Yes.

Q Would any of them be competent to change that electrical relay?

A No. But there was an incident just recently where I was physically there because I was called at about 5:30, and it was three weeks ago, by a security guard, the security supervisor, Mr. Clark, and he said that the door--it wasn't this particular incident, but the same thing had happened and the door had hung up and he said he called the maintenance man and he was on his way, and he said would I come over there also because he did not want to leave it that way.

It happened to be a Friday night and we do not want to leave it that way over the weekend, so we came in, a maintenance man was there and Mr. Clark was there, who happens to be the supervisor of security, and on that particular instance he called over one other security guard and the two of them helped raise the door while the maintenance man tried to repair it.

I know in this particular instance there were security guards there present, and in fact, they actually helped.

Q But they did not have the skill to actually change the relay or fix the relay?

A No, but they can surely hold the door open.

Q By the way, these security guards, they

.wear uniforms?

A Yes.

Q They have badges?

A Yes.

Q Do they have authority to control access to the premises?

A In some cases, yes.

Q Do they have authority vis-a-vis other employees going into or out of the premises?

A Sometimes, yes.

Q Do they have the right to stop people, including employees, to check packages?

A Sometimes, yes.

Q With reference to Registered Nurses and the Licensed Practical Nurses, those people have an educational requirement to get where they are?

A Yes.

Q Do you know offhand what it is?

A No.

Q Do you know if they have some sort of license from the State of New York?

A I assume they do, yes.

Q Do they, to your knowledge, do they perform the work which is done, the Licensed Practical Nurse, to perform the work which is normally done by Licensed Practical Nurses and Registered Nurses--

A I guess you would have to assume that, yes.

Q Now, you mentioned that maintenance men when they go into the operating room, have to put on these green gowns, I guess?

A Yes.

Q Would that be true of anybody going into the operating room?

A Yes.

Q For example, yourself, if you went in there?

A I do, of course.

Q Do your maintenance people normally wear uniforms?

A They wear uniforms, yes.

Q Do you know what color?

A Blue.

Q Do your maids wear any color uniforms?

A They do.

Q What color?

A It is greenish.

Q Not yellow?

A No. That is the dietary.

Q How about the porters?

A They do.

Q What color?

A Bluish-green, I think.

Q It is a different shade than the color worn by the maintenance people?

A Yes.

Q Mr. Chodrow is in authority over these maids and porters?

A Yes.

Q Does he have people below him that are also supervisory with regard to these maids and porters?

A Yes; three supervisors--four, excuse me.

Q Do you know the shift hours of the housekeeping employees; do they work on set shifts?

A Yes.

Q Do you know what hours those shifts are?

A They vary in different areas. There are certain shifts that are eight to four, others that are seven to three.

Q How about maintenance people, do they work such shifts?

A Generally, yes; eight to four, four to twelve, and twelve to eight.

Q You referred to the cooperation or the working together of porters and maintenance people with regard to getting a bed repaired.

A Yes.

Q Do the porters actually do the repair work on the bed?

A No, but there are many, many instances where the bed, for instance, has to be taken out of the room and many times I have seen the door has to be taken off in order for theporter to get the bed out of the room, and there are occasions where the nurse comes in and helps to hold the door open while the maintenance is taking the door off the hinges and the porter is helping take the bed out--

Q So the maintenance man would take the door off the hinges, and the porter would be the one pulling the bed--

A That is not really true. If it takes two people to push it, obviously the maintenance and housekeeping working together can push the bed out. Nobody says hey, this is my job and this is yours. It is a matter of working together and getting the bed out of there.

Q Assuming a bed has to be moved from one room to another on the same floor, who would do that?

A Occasionally housekeeping and occasionally nursing. In instances where no housekeeping person is available on evening or night hours, the nurse may have to move the bed.

See, in the old building the bed in some rooms could not come out of the room without the door being taken off the hinges, and in the new building, the door is wide enough to get the bed out.

Q I take it these beds are on rollers?

A Yes.

Q You stated that the maintenance man would normally check with a nurse in charge of a floor before going into the patient's room.

A Yes.

Q And the same would be true, for example, of the operating room, before going into the operating room?

A Yes.

Q Assuming for a moment that you were to go into the operating room, would you have to check with the nurse?

A Of course.

Q Would it be, in fact, true of anybody going into the operating room, say perhaps a surgeon or doctor, that they would have to check with a nurse before entering?

A Yes. The operating room nurse is the god of the operating area.

Q Would you normally check with a nurse before you went into a patient's room?

A Would I?

Q Yes.

A I may not. I would say that predominantly I do not. Myself personally as an administrator of the hospital, I on many occasions walk in the room and talk to a patient without checking first with the nurse.

There are certain signs that are put out on the door which would indicate it would be a particular area that I should not go into. I would never go into a room if I saw, for instance, the physician in there with a curtain drawn around or if there was some indication that the room was isolation room. I would check with the nurse first.

Q Did you have occasion where outside employees, employees of an outside contractor, air conditioner repair company or anything like that, would have occasion to go into a patient's room?

A Yes, we do have that situation.

Q What sort of situation would that be?

A When there are contractors in the building and they have to get into specific patients' rooms, they follow the same procedures that---they are supposed to follow the same procedures maintenance people do.

Q In other words, they would check with the floor nurse before they go in?

A Right. I am not saying this is not violated on many occasions, but it should not be.

Q By the way, does a porter going about his daily duties have to check with the head nurse on the floor before he goes into a room?

A Usually not.

Q How about a maid?

A Usually not.

Q But in fact, isn't it anybody whose normal business is not in the room would have to check with the nurse before going into the room?

A That is correct.

Q You mentioned, I believe, Mr. Tuckerman on your direct examination.

A Yes.

Q He is a licensed electrician?

A He has an electrical contractor's license, yes.

Q Now, does the hospital use his license--

A Never.

Q They don't use is when they are having their own people perform work just as they do with Mr. Troiano?

A Never.

Q Now, when you transferred the operations to the present facilities, you said you closed or virtually closed down--

A Psopect Heights building.

Q About how big was that?

A It is a difference between--almost 400 beds it was, three hundred something.

Q And was there approximately the same gain in the new facility? In other words, those patients in that facility were transferred to the new facilities?

A Yes, but there is more patients in the new facility than there was in the--

Q Okay. What happened to the employees that were working at the Prospect Heights Pavilion?

A They were incorporated--which employees?

Q Maintenance.

A Maintenance employees were merged into the maintenance staff at Long Island College except for one that retired. I think it was just one.

Q Now, was there any increase at the time that this new facility was opened, was there any major increase in the size of the maintenance department staff?

A Not a major increase, no.

Q Did you let go any employees because their jobs were no longer needed?

A No, definitely not. In fact, we needed more employees.

Q And the ones who had been doing work -- for example, you mentioned high pressure boiler system. They have stayed on and performed work--

A There was no high pressure at Prospect Heights at that time. I told you that had been changed a couple of years before.

Q Now, when that was changed, what happened to the people who were doing the work involving the high pressure system; were they let go?

A No, they were added on to the team of watch engineers at Long Island College.

Now, obviously, we had two or three permanent watch engineers and some that were on a per diem basis. In other words, they have other jobs and this was basically their second or third job, in some instances, and these employees, they would pick say, one or two or three shifts in a two-week period in which they would stay at the hospital.

Now, obviously, with less shifts available, now where they were getting three before, they may have gotten two or one. But this was their second or third job. They are perdiem employees. There were no permanent employees eliminated from jobs when we did that.

Q Mr. Fein, when you took people out of the Henry Street Hospital and moved them into the new facility, was there a time when you did that?

A When you say "people," do you mean patients?

Q Yes.

A There was a time when we did that, yes.

Q And correspondingly, did employees also move over?

A Some, yes.

Q Approximately when was that?

A It was at the end of summer, 1974; either the week before Labor Day or the week after Labor Day that it began and extended to the second week in October.

Q Now, at that time were any maintenance department employees let go because their services were no longer needed?

A Absolutely not.

Q Were there additional ones hired at that point?

A Some were, yes.

Q Currently, people are performing work at both facilities?

A Excuse me?

Q Currently, people are performing work at both facilities?

A You mean the Atlantic Avenue--

Q Henry Street and Atlantic Avenue.

A That is correct.

Q And you say these two facilities are actually ~~grounded~~ joined by a bridge?

A Yes.

Q And I think you also stated some underground--

A No, the underground goes from the Henry Street building to other buildings, but not to the Atlantic Avenue building.

Q With regard to that electrical work that I had asked you about a few minutes ago, did you ever use a consultant by the name of Ralph Burt?

A I do.

Q Does he have an electrician's license?

A Yes.

Q And do any of your people ever perform electrical work under his license?

A Yes.

Q What sort of work would that be?

A Any electrical work that requires filing with the Department of Buildings.

Q And when I say "your people," your maintenance people do that work?

A They do.

Q Which group would do that sort of work--

A It could be any of the groups, actually.

Q In other words, under any of those gentlemen you mentioned?

A Yes, it could be.

Q And would the same be true of the plumbing work under Mr. Troiano?

A Yes.

Q All this would be the employees under Mr. Cregan?

A All these employees under Mr. Cregan, yes. There have even been instances where outside employees, you know, outside contractor's employees, would work under Mr. Burt's license, if it is a particular job that happens to be filed that way. It didn't mean anything.

Q Would they work alongside your people if you needed, for example, more than you had?

A Usually, no.

Q With regard to the flood situation, it was, I believe you said, in the nurses' residence, was it, there was a flood?

A You know, when you say flood, there is--

Q You described a flood in which--

A You know a flood occurs when there is a major pipe break--there are floods on a daily basis almost coming from stopped up toilets and water is all over the floor. We have got housekeeping employees cleaning it up while maintenance employees are working side by side trying to, you know, repair the item, and that happens daily.

When I am talking about flood, I am talking about an eight or ten-inch steam line, water line, usually in the range of three, three inches to two and a half-inch line, so the area I mentioned was the accounting department.

Q You mentioned that during that particular incident in the accounting section, the accountants were working, I believe you indicated, alongside the maintenance people.

What sort of work were the--

A They are bookkeeping girls.

Q What sort of work were they doing?

A Moving everything away to make sure they didn't get wet.

Q Their desks and papers and things like that?

A Papers and things like that. Housekeeping and engineering employees move the desks.

Q And what about the maintenance people?

A Repairing the leak.

MR. FRIEDMAN: I have no further questions.

JUDGE MILLER: Any redirect?

CB:1aw

PROCEEDINGS

JUDGE MILLER: Let's go back on the record.

I believe you were about to conduct a redirect examination of Mr. Fein.

MR. HEYERT: That's correct, your Honor.

JUDGE MILLER: Mr. Fein, will you resume the stand, please.

Whereupon,

STANLEY FEIN,

the witness on the stand at the time of recess, resumed the stand, being previously sworn, resumed the stand and testified further as follows:

REDIRECT EXAMINATION

Q (By Mr. Heyert) Mr. Fein, you testified on cross-examination that you had a carpentry shop at the hospital; is that correct?

A That is correct.

Q Could you tell me the kind of work that you perform there?

A Well, a good part of the shop is used for storage of lumber. The carpentry shop is located in the Furman Street warehouse, which is actually the storage building.

Just for convenience, there is equipment there to cut large pieces of wood and do some minor work like that. But basically the--that type of work is done throughout the hospital, and not necessarily in that thing entitled Carpenter Shop.

Q Where else do the employees who do work in the carpentry shop work?

A They work throughout the hospital. They do work on hanging doors and repairing windows and other items such as that.

Q Who else works in the Furman Street warehouse?

A The maintenance men. There is also a--there are three clerks in the engineering storeroom, which is in Furman Street.

And adjacent to that is the Receiving Department and storage for the Receiving and Purchasing Department.

Q And what kind of-- Are there any employees in the engineering and maintenance area in the purchasing group among the purchasing group?

A You mean physically among them? They habitate the same space, but that's--

Q Are they in your jurisdiction in terms of area of control?

A No.

JUDGE MILLER: Could you read back the question and answer, please?

(Record read by reporter.)

Q Please describe more fully, if you can, what you meant by they are intermingled in the same space.

A Well, the Furman Street building has two wings with 15,000 square feet on either side of an elevator bank.. One wing of the building is occupied by a different company entirely. One whole side of the building is operated by the hospital.

Q Just tell me about the hospital's part.

A In the hospital's part this is the Receiving Department, the seamstress is there, and the engineering storeroom is there. And the--this thing we call the carpenter shop is there, which is really storage of carpentry material.

There's other engineer storage areas there. We store beds there. We store supplies that--equipment that is not in use is stored there also. But it is really one door that lets you into one whole big area and it's only divided by wire mesh or partitions.

Q What does the seamstress do?

A She repairs cubicle curtains, drapes, makes drapes, sews ripped drapes, things like that.

Q In what area-- In what department of the hospital is sh employed?

A Well, she is employed in the house--she actually is employed by the Housekeeping Department. But she really floats throughout the hospital.

She would get, possibly get work from engineering and maintenance.

She possibly could get work from the laundry. There's many places that feed through her. Basically she is in the Housekeeping Department.

Q And you said there were Purchasing Department employees there?

A Purchasing and Receiving Department employees. Purchasing and receiving are together.

Q More than-- What kind of purchasing and receiving employees?

A Stock people and people that physically unload the trucks as they come.

You see, there is a truck elevator there. The truck come up from the--from downstairs--this is on the tenth floor and it's brought up and they are unloaded.

Q What kind of trucks are you talking about?

A Large trailer trucks, tractor trailers, and of course the hospital vehicles also go up in there, because that's where the supply is.

Q. When unloading has to be done, who does it?

A It's a joint effort when it has to be done.

Q A joint effort among whom?

A Receiving Department employees and Engineering

Department employees, maintenance.

Q What kind of maintenance employees get involved in this?

A It could be these men who are in the carpenter shop if they happen to be there at the time or it could be the clerks who are in the engineering storeroom.

Q What jurisdiction, if any, do you have over the purchasing and receiving employees?

A None.

MR. HEYERT: May I see General Counsel's Exhibit 3, please?

Q Mr. Fein, I'm showing you General Counsel's Exhibit 3, which is an 8 1/2 by 10 sheet of paper, and a smaller sheet of paper attached to it, and I want you to focus on the smaller sheet of paper entitled "Repair or Work Needed."

Could you tell me what this is used for (handing)?

A Well, this is used in one of two ways: either when a call comes into the maintenance--whoever is receiving the call fills out one of these work order request forms or it could be filled out by anybody throughout the hospital, and either handed or gotten to the Engineering Department either through the mail, by messenger or through myself or through Mr. Cregan's office.

Q Now you testified that we don't have the titles electrician or carpenter or handyman?

A That is right.

Q Why do those titles appear on the form?

A Those titles really don't mean the person who is to do it, it's the type of work that has to be done. The first one says tilework. I guess probably a better classification of these would have been carpentry work, electrical work, handyman work.

Basically that it is is the type of work to be done and not necessarily the person, because a maintenance man may do any of these. I mean, the maintenance man may do electrical work, he may do, you know, any of these kind of work.

Q What other areas, if any, besides engineering and maintenance do these repair or work-needed forms get sent? If you know.

A If you look it also has housekeeping, right. Am I answering the qestion?

Q Yes, you are. It gets sent to the Housekeeping Department?

A Yes. In a way it gets sent to the Security Department, because it is used also for locksmiths.

For instance, if you wanted a key made, very often I find on m- desk or Mr. Horn, who is the security director, you know, you get a key and you get this work order request with it, and it's sent over, and it asks them to make more keys like that particular one.

Also it could be used to request a motor vehicle, which would come under the Transportaion Department.

Basically, that's what that's used for.

Q After a repair or work order is completed, who checks over that work and reviews it with the men who have done it?

A Usually the person who did the requesting or somebody from that department.

Q Give me an example of what you mean?

A Okay. Let us assume that --- Let's use an example, a bed that is not operating, electric bed. The nurse or the nursing supervisor, let's say, on the floor would write one of these out and would say "Bed in Room 423 goes up but it does not go down."

So a maintenance man would get this slip, he would go up to that nurse, see the bed, repair the bed, and tell the nurse that the bed is repaired.

She would go and inspect the work; sign off on this.

That's how it would work.

Q She actually signs the form indicating it's been completed?

Q What happens if she is not satisfied with the work that has been performed?

A Well, she either tells him to do it over again or she could call his supervisor.

Q On cross examination you testified concerning some maintenance employees who did work under Triano's license.

Could you explain for me what working under Triano's license means?

A All right.

It's a--if we do-- If we install toilets, we install lavatories, we do other miscellaneous piping throughout the hospital. On occasion when the building is inspected by the building department or other regulating authorities, they will come by and see certain work that has been done, and by law this work is supposed to be done under the supervision of a licensed plumber.

So what we do is we hire Mr. Tirano to cover us for all work that we do, and if an inspector were to come down and see if a particiar area, Mr. Triano would be--he may--the inspector may request the man who is responsible for the work to come down here.

Sometimes he does and sometimes they--sometimes they do and sometimes they don't. Basically what he does is cover us for the work that we are doing. Almost as if we were his employee.

Q What kind of plumbing work do we do?

A We install sinks, we install toilet bowls, bath tubs, other miscellaneous piping work.

Q What kind of plumbing work don't we do?

A We don't--basically we try not to do anything on oxygen or nitrous oxide or compressed air systems; basically because of the danger involved in making a mistake on that type of thing. It also has to be properly tested and checked.

And we don't rip up the street and tie into sewers or mains.

Q What is the danger involved with respect to the nitrous oxide pipes and oxygen pipes that you mentioned?

A And compressed air.

Well, it's explosive.

Q Why does the explos~~ure~~ive nature of those gases make you go outside to get the work done?

A Well, for the increased skill that we would get from the outside.

In addition, the testing procedures. There are very strict testing procedures for this type of thing, you know, the pipes are put under pressure and we do that on the outside.

Q During your cross examination you gave an illustration of maintenance men working with guards where the guard held the door open for the maintenance man to enable them to do whatever it was they wre going to do on the other side of the door.

What other employees, if any, besides guards, get involved in that kind of work with the maintenance employees?

A Well, you know, you can't be that specific about it. I mean you have to think of the hospital of more or less like a family, everybody chipping in and working together, that type of thing.

If you got a situation where you are moving a bed or moving equipment, almost any employee in the hospital in any area of the hospital work together to hold up a door, help get a bed through or help get a piece of equipment through, whether it be a lab tech, a nurse's aide, somebody--a radiology technician or anybody.

You know, everybody works together to get something done if they have to. They don't just, you know--almos anybody that could be working.

MR. HEYERT: Nothing else.

RECROSS EXAMINATION

Q (By Mr. Friedman) Mr. Fein, with regard to that last point, for example, would you be in such a situation that you might hold a door open to help somebody or, you know, fix a lock?

A I have on quite a few occasions.

Q As I say, in fact anybody just happens to be in the area and has a freehand would help out in such a job; right?

A Right.

Sometimes you even invite other people to the area to help you.

Q It is in the job description of porters or maids to do this kind of assistance?

A No.

Q With regard to the dangerous gases you referred to, nitrous oxide, compressed air, I guess oxygen, who would be used to service these systems?

THE WITNESS: Who would we use?

MR. FRIEDMAN: Yes.

A Who have we used-- We have used Senar Plumbings on one particular problem. We could use Barnell Plumbing--who are our licensed plumbers. We are presently negotiating with Pace Plumbing.

Q You spoke about specific tests that have to be performed, special testing procedures.

A Pressure tests.

Q Would any plumber be qualified, any licenased plumber be qualfied to do those?

A Yes.

Q There is no particular skill that is involved in testing these dangerous gases that is exclusive to certain plumbers and not other plumbers?

A No. If they are licensed plumbers they can do it.

Q Now you said you try not to have your people work on systems. Did you ever have occasion to have your people work on systems?

A In an emergency they have; yes.

Q About how often would that happen?

A I wouldn't know.

Q Who would be the people who would do that work?

A Maintenance people.

Q Just in general. No particular group of maintenance people.

A Maintenance people.

Q Again you don't have a group of people or plumbers who would do that type of work?

A There are some maintenance people who do plumbing better than others; yes.

Q In other words, you would not use the same man who just changes light bulbs to work on a high pressure system?

A Obviously not.

Q Who would be the people who are better qualified at working on plumbing; do you know them by name?

A Mr. Lopez.

Q Anybody else that you are aware of?

A I don't think there's anybody else there that I would want to do that.

Q Mr. Lopez is not a plumber, you say, that's not his job title?

A His job title is maintenance man.

Q Does he do anything but plumbing work; do you know?

A I don't know his day-to-day activity.

Q How many employees-- How many Maintenance Department employees are permanently stationed in that Furman Street facility?

A Permanently only three.

Q Are those the three clerks?

A Right.

Q What are their jobs?

A Stock clerks.

Q And who is their direct superior?

A Mr. Cregan.

Q Do they ever go out and perform repair work on any parts of either Furman Street or the other facilities?

A No; they don't.

Q Do they just keep track of the various inventory that is used by the Maintenance Department?

A That is correct.

Q Now, would they be the ones you would refer to as helping to unload trucks?

A No. They could, of course, but--and they do, on occasion, but there is a--anybody that is in the area, any--there is quite a few occasionswhere maintenance people are up in that area for some reason. Either they are coming because of delivery was there or they are coming to get material, that is there to bring back;whoever those people could be, they may be any one in the Maintenance Department, may be up there and would be helping to unload or to load a truck, or our vehicles that were in the bay at the time.

Q Would you say that any employees who happen to be there would give a hand, if necessary?

A Of course.

Q Whose basic job is it to unload those trucks?

A The ones that would unload their engineering materials would be the Maintenance Department.

Q Would you send people over there or just the clerks?

A When something is being delivered that the clerks cannot handle, we would send somebody over there

Q Suppose it's equipment that is not for the Maintenance Department, who would normally unload it?

A Most circumstances it is unloaded by the Receiving Department employees.

Q Unless it is something--

A Unless it is something they have to work together with.

Q For example, did you ever lend a hand yourself in helping get some large item off the truck?

A In Furman Street.

Q Or at the main facility?

A Oh, yes.

Q Those people at Furman Street, by the way, who are your maintenance people, the three clerks, where do they fit? Under which of those lower supervisors do they fall? I think you named several, Mr. Fuentes, Mr. Baczyk, Mr. Rose, was it? Where do they fall in the chain?

A They actually don't fall under any of them. They fall directly under Mr. Cregan.

Q Now you say that the ~~street~~ stock clerks are stationed at Furman Street.

Are your other Maintenance Department people normally stationed somewhere?

In other words, do they normally have a place where stay when they are not out performing maintenance throughout the building. We would like to think that they are out performing maintenance at all times. But they do have someplace to stay, yes.

Q So where they report back and they wait until the next job is given to them.

A That is true.

Q Where would that place be or places?

A The maintenance shop.

Q Now, out of your--I think you said 69 maintenance people -- how many would operate out of that maintenance shop?

A Well, everybody has some place to go. All right, all of th
69 have some place to go. There's a maintenance shop that's in the Dudley Building, which is on the corner--in the basement, which is on the corner of Amity and Henry Street.

Q So that the one that/is attached underground to the main building?

A Underground, not through a personal tunnel, but piping that goes between them.

Q So who are the people that work out of that main shop?

A People that report to Mr. Fuentes.

Q And now what about the other-- Are there other maintenance shops?

A Yes. There is one in the Atlantic Avenue building.

Q Who works out of that shop?

A All the employees from the maintenance and from the Atlantic Avenue building. All the maintenance people employees in the Atlantic Avenue building.

Q Those are the ones under Mr.--

A Mr. Halloran.

Q Those people, I take it, operate out of the boilerroom?

A Yes.

Q Are there any other maintenance shops where groups of employees would work out of?

A There are-- We have that shop that's in the Furman Street.

We have an air conditioning shop, which is on Congress Street.

Q Again, in one of your buildings?

A Right.

Q Now, in those various shops, do the men have lockers to keep their street clothes?

A Right.

Q Those would be the places they would change into their workclothes?

A That is correct.

Q You mention now a carpentry shop. In addition to lumber, is there any specialized equipment in the carpentry shop?

A There's a saw, you know, large bandsaw. I'm trying to recall. I think there is a--I don't remember. I know there's one or two large pieces of equipment in there.

Q Would there be like jigsaws--

A No. Jigsaw is a small piece of equipment. Large band-type saw, and I think there is a drill, you know, drillpress.

Q How about that air conditioner shop you just referred to, is there any specialized equipment from there?

A Yes.

Q What sort of equipment would be in there?

A Basically--I won't call it specialized equipment, n o. They have tanks of gas and air conditioners that they repair. Bench-type equipment.

Q But more than just hand tools, in other words?

A Yes.

Q And in any of those other maintenance shops do they have any such equipment?

A Oh, yes.

Q Again what type of equipment?

A Same type, saws and stuff, things that are in the maintenance shop. And there is in the boilerroom area, there are pipe threading equipment.

Q Power tools like power drills and things like thatj

A Right.

Q By the way, is Mr. Cregan's office in any of these shops?

A It happens to be above one of them. But--it happens to be above the air conditioning and refrigeration shop.

Q Each of those shops have a telephone for calls to come in to them?

A Yes.

Q Is there anybody assigned in each of those shops to answer the phone?

A There is in the maintenance shops. There's usually somebody there.

MR. FRIEDMAN: I have no further questions.

REDIRECT EXAMINATION

Q (By Mr. Heyert) What do you mean by working out of a shop, Mr. Fein?

A It's a home base. It's a place to come in, change your clothes, maybe go back for lunch and have a cup of coffee there. You know, it's a place--for the homing pigeon to go back to until he has another assignment.

Q Can you estimate the percentage of time maintenance employees spend in these shops?

A I'd say it varies between ten and thirty-five percent.

Q Where are they the rest of the time?

A Throughout the hospital.

Q In answer to one of Mr. Friedman's questions, you indicate that sometimes maintenance invites other people to an area to help out.

Would you tell us what you meant by that?

A Can I give you a specific example?

Q Please do.

A About two years ago, a year and a half ago, was delivered a very large ~~autoplate~~ autoclave, which is a piece of sterling sterilizing equipment. This would be a good example. The truck backed into the receiving platform at 76 Pacific Street, and we needed additional help to get the thing off. And we had maintenance people there, we had Receiving Department people in there, and as I recall, I think we had one security person there. I'm not sure of that. But that's the type of thing where we call--we had two housekeeping people with us also, in unloading.

Q How frequently are you required to do that, call other peopl for help?

A Oh, maybe once a week.

Q Do you recall a delivery of steel shelving to the hospital last week?

A Last Monday, I think; yes.

Q And could you tell us, if you know, how that steel shelving was delivered, and how the delivery was unloaded?

A The only thing I know is what I told people to do. I did not see how it was done.

Q What did you tell people to do?

A I told Mr. Baczyk that the delivery would be coming on a particular morning at nine o'clock, and he should get whatev help he can to unload it. And I told him where it would be coming to. After that I don't know what happened.

I know it got in but I don't know how.

Q You don't know who actually unloaded the truck?

A No, I do not.

MR. HEYERT: That's all I have.

MR. FRIEDMAN: One question.

RECROSS EXAMINATION

Q (By Mr. Friedman) Mr. Fein, does anybody else use these maintenance xhops and various other shops that you testified to as home base for lunch or for changing, for lockerrooms?

THE WITNESS: Anybody else?

Q Any other employees other than maintenance departmet employees use it as that home base that you referred to?

A No.

MR. FRIEDMAN: No further questions.

REDIRECT EXAMINATION

Q (By Mr. Heyert) Where else do the Maintenance

Department employees eat lunch?

A In the cafeteria.

Q And do you know who else eats in the cafeteria?

A Everybody.

Q All your employees?

A Yes.

Q All hospital employees?

A All hospital employees.

Q Now, with respect to a concept of home base, could you tell me what other kind of employee, other than maintenance employees, have home bases at the hospital?

A Almost every employee has a home base.

Q What about the housekeeping maids and porters who work for you, do they have a home base?

A They use a lockerroom, but they have a home base, which is--there is a housekeeping office in which they come to.

Q For instructions and assignments?

A Yes.

Q What about dietary employees?

A They do also. Kitchen, cafeteria.

Q What about nursing employees?

A They have a nursing office.

MR. HEYERT: Nothing else.

JUDGE MILLER: Mr. Friedman.

RECROSS EXAMINATION

Q (By Mr. Friedman) Mr. Fein, those locker room that you referred to are separate from the Maintenance Department locker rooms or locker facilities?

A They are separate; yes.

MR. FRIEDMAN: No further questions.

MR. HEYERT: Nothing else.

JUDGE MILLER: Do you have anything, Mr. Kilhenny?

MR. KILHENNY: No.

JUDGE MILLER: I have a couple of questions.

EXAMINATION

Q (By Judge Miller) Are there time clocks in those home bases or one central time clock?

A One central time clock.

Q For all the hospital employees or are there separate time clocks in each of the buildings? Just one?

A For all.

Q I would like to clarify the physical moves of the hospital, with the different buildings that have opened and closed, to your knowledge, since you have -- you have been th since 1968.

Perhaps you have some knowledge prior to that.

Starting with the situation as you found it in

1968, what buildings have opened and what have closed?

A Major buildings?

Q Yes.

A Okay.

1968 we had the 340 Henry Street complex and Prospect Street rights. And we had--

Q Both-- Both of those hospitals complexes in that they had beds for patients?

A Both hospital buildings, opened in a few months. In 1974, right, we closed the Prospect Heights one. And we closed approximately 75 percent of the main hospital building, and moved the patients that we took out of the main hospital building, and all of the patients from Prospects Heights into a new building.

Q Where is that new building located?

A It is directly across the street and attached by a bridge to the 340 Henry Street building.

Since that -- you are talking about major buildings?

Q Yes.

A Because we added and subtracted many other buildings during that time; brownstone-type.

Q The physical layout of the hospital in terms of major buildings in '68 when you started working there, to your knowledge, was that pretty much the same as it had been in

'64?

A It was~~p~~ yes.

Q All right. I believe you mentinned that there were something like 2200 hospital employees, and it is five hundred and forty-bed--

A Five hundred and sixty-seven.

Q For the record, it seems like a rather high ratio of employees to patients.

Is that a normal--

A In fact it is a low ratio when you consider the fact it is a teaching hospital. Employees include all the interns and residents.

Q Okay. In terms of the kind of contact that you describe between departmental employees outside of the unit we are talking about and the maintenance employees, the cooperation, the holding the door, the checking the work by whoever made the request, to your knowledge, has that changed since 1964?

THE WITNESS: Could you repeat that?

JUDGE MILLER: Okay.

Let me go back over that.

Q You described the situation in the hospital, at this time, as being, I think you used the phrase like a family, in that if something has to be moved, maintenance employees may hold the door, and the housekeeping may move it or vice-versa, or a nursing or a receiving employee may assist in unloading something or holding doors or--and matters of that sort.

Now, have those contacts changed, become greater or less since 1964 and particularly since 1968 when you got there?

A I think that would be the same.

Q Using one example, you referred to the incinerator workers as receiving trash to be burned, I think you used the example the dietary workers, would bring it to them.

Would it actually be people from the kitchen who would bring the trash down or would this be housekeeping employees?

A It would be people from the kitchen. It could be housekeeping employees, too, but it wouldn't be necssarily trash from the kitchen.

Q They bring it down to the incinerator. Do they assist the incinerator worker inactually incinerating the trash or they just bring it to them?

A No. They assist him in putting it in an area where it would not interfere with what he was doing. There is a storage area outside the incinerator area. And they may work together in getting that area filled up before it went into the incinerator, but not physically ptting it into the incinerator.

Q That's his job, the incinerator workers?

A Yes.

Q The jobs that you described meantime in the Maintenancd Department of opening clogged drains, adjusting the relays, changing light bulbs, these are done by your maintenance employees.

Are they ever done by housekeeping employees?

A Not the jobs you mentioned. No.

Q All right. You mentioned a Mr. Lopez, who is a maintenance.employee, but skilled in plumbing.

A Yes.

Q Are there, in other fields, maintenance employees who are similarly skilled as electricians, carpenters, air conditioning mechanics who do primarily that kind of work in the Maintenance Department?

A Yes, there are.

Q So that someone who does electrical work or electrical repair as a maintenance man, would he ever be called upon to plumbing or carpentry?

A Maybe; yes.

Q Would it be a common thing or would that be something unusual?

A Maybe fifty percent of the time.

Q Fifty percent of the time that he would be--

A To do work other than--depends upon--

Q Other than his area of expertise?

A Basic area; right.

Q If you know, prior to 1964, were outside chntractors called upon for such things as repairing or installing high pressure gaslines, the nitrous oxide, the compressed air?

A I really cannot testify to what happened prior to 1968, but I would assume that would have been the case. I cannot be sure.

Q All right.

MR. HEYERT: I move to strike, your Honor.

JUDGE MILLER: Okay. I will grant the motion to strike.

Q Let us move up to 1968. And from then until the present time.

Have you consistently used atside contractors for that sort of work?

A I think we have used more--it's been increasing over the years since 1968.

Q But it is something you did as early as 1968?

A Yes.

JUDGE MILLER: All right. That's all the questions I have. Did I raise any questions for anyone?

MR.HEYERT: Yes, your Honor.

REDIRECT EXAMINATION

Q (By Mr. Heyert) In answering the judge's questions, you indicated, sir, that maintenance employees would change the light bulbs and housekeeping employees would not do that.

Are there any jobs that both housekeeping and maintenance employees do, same kind of job?

A Both housekeeping and maintenance employees do clean up, and both housekeeping and maintenance employees move beds, move equipment, move supplies.

Q Was it your testimony that the amount of subcontracting the hospital is doing is increasing or decreasing?

A Increasing.

Q Since 1968?

A Yes.

Q Would you tell us why you have been increasing the subcotracting work since 1968?

A The level of sophistication of equipment in the hospital has been increasing. The equipment that we have there now is far more sophisticated that == than that which we had in 1968.

We had rather simple systems then and now we have little intricate ones. And it is my opinion that the amount of subcontracting will be increasing over the next few years. Things like pneumatic--

MR. FRIEDMAN: I object to that, your Honor.

Q Actually I was talking about from 1968 to now.

A From 1968 to now, the level of sophistication of equipment that we have to maintain has been increasing, and therefore we have to go to more specializing outside help.

MR. HEYERT: Nothing else.

RECROSS EXAMINATION

Q (By Mr. Friedman) Mr. Fein, in this same period of time that you have been increasing the amount of subcontracting, have you also been increasing the size of your maintenance staff?

A It has increased through the years, yes, it has.

Q Could you tell us is there any reason for that?

A Increased square footage that we now occupy

Q Now, you refer to the level of sophistication of equipment increasing.

What sort of equipment were you referring to?

A All equipment. For instance, in the new building, s I mentinned yesterday, we had absorption for air conditioning. In 1968 we had no air conditioning. We had window units, which were rather simple to service and maintain.

In 1970 or 1971 we put in a central air conditioning system in the 340 Henry Street building, with rather sophisticated controls. And in the new building we have, for instance, the Somat machine, which is a disposal type of thing, as I mentioned yesterday, is a sophisticated piece of equipment, and absorption system in itself is a very sophisticated piece of equipment with its related controls, fan, ventillation, dampers, fire dampers. The new building has fire detection systems, smoke detection systems, boiler feedwater systems. All of these types of things, which are much more sophisticated than what we had in 1968. Basically in 1968 had an apartment house.

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Q That also goes to medical technology machinery, in other words, hemodialysis units, various technological advances?

A Yes. I think-- As far as we are concerned, as far as buildings are concerned, I think we have advanced technologically more in the hospital than even the medical has in those years.

Q But basically as this new equipment has been coming in, you have been, as you get it, you have been setting up some sort of subcontracting arrangement for the maintenance on it.

JUDGE MILLER: You will have to speak up, sir.

THE WITNESS: Yes.

Q Generally, does tht go--that s-rt of maintenance go to a company that's affiliated with the manufacturer of the equipment?

MR. HEYERT: Immaterial; objection.

JUDGE MILLER: Overruled.

A Not necessarily.

Q In some?

A In some cases yes, and in some cases, no. I can give you an example where that does not happen. We had elevators installed by Armour Elevator, right. For many years in this period from 1968 to 1974 they were servied by a company called Memco, which are elevator maintenance service people, and it had nothing to do with Armour.

Q Your people never performed the elevator maintenance at any rate, did they?

A We used to have--we did, at one time, perform it, but it did not work out satisfactorily, so we went to an outsider.

Q About when was that?

A When I came in 1968 we had our own elevator service. We kept it until about 1970. It just was not working out satisfactory.

Q What happened to that individual?

A He quit.

MR. FRIEDMAN: I have no further questions.

THE WITNESS: He did not quit. The Federal Government came and took him for some reason. And we did not replace him.

MR. FRIEDMAN: I have no further questions.

JOSEPH FARBOWITZ

being first duly sworn by Judge Miller, was examined and testified on his oath, as follows:

JUDGE MILLER: Please be seated.

State and spell your name for us, please.

THE WITNESS: Joseph, J-o-s-e-p-h, Farbowitz, F-a-r-b-o-w-i-t-z.

DIRECT EXAMINATION

Q (By Mr. Heyert) Mr. Farbowitz, tell us who employs you?

A I'm employed by the Long Island College Hospital.

Q What job do you hold at the Long Island College Hospital?

A Personnel Director.

Q How long have you held that job?

A For approximately two and a half years.

Q What are the duties of your job?

A It is my responsibility to maintain the day-to-day operations of the Personnel Department, which includes the employment, maintenance, benefits, wage and salary administration, employee relations, et cetera.

Q How many different wage scales does the hospital have?

A We have separate and distinct wage scales for each of the following classifications:

Professional, managerial, clerical, service, technical and nursing.

Q What wage scales are the engineering and maintenance employees on?

A They are all on the service scale.

Q Do you know what the pay grade for laborers is?

A That is a Grade 1 on the service scale.

Q Can you give me some of the other classifications of employees who are paid on Grade 1 of the service scale?

A On Grade 1 of the service scale we have food service workers on the dietary department, laundry workers in the laundry department, housekeeping workers in the housekeeping department, morgue attendant attached to the laboratory, ambulance attendant, a sewerm attaded to the laundry department. There are some others.

Q How do you classify your morgue attendant?

A Grade 1. He is on the service scale. Ambulance attendant as well.

Q How do you classify your drivers?

A Grade 1.

Q In the service scale?

A All of these are on the service scale.

Q How do you classify yourcentral service aides?

A Also Grade 1 on the service scale.

Q What do the central service aides do?

ck

A They have a central service and supply department which is responsible for maintaining the sterile condition of utensils used by surgeons in surgery, and make them sterile, arrange them in packs according to specification of certain instruments that must be in a given position for a given procedure.

And they then distribute them to the O.R., cystoscopy and other areas where these procedures might be performed.

Q What is "cystoscopy?"

A "Cystoscopy" is a room associated with the operating room where there are--they do cystoscopy. I believe that is a procedure with a pipe that is inserted somewhere in the body and pictures are taken to determine if any pathology--I'm not a physician, but I think that's it.

Q Does the hospital employ nursing attendants?

A It does.

Q How are they classified for pay purposes?

A They are also on Grade 1 on the service scale.

Q And what do those nursing attendants do, in a general way, if you know?

A They are with the nursing department and they assist the nurses and the registered--the registered nurses and the licensed practical nurses in areas that are nonprofessional.

would be involved with removing a bedpan for incontinent patients, perhaps taking temperatures, transporting patients, assisting patients on and off the bed when required, perhaps bathing the patients where it was necessary for them to bathe the patients, that type of work.

Q Does the hospital employ darkroom attendants?

A Darkroom technicians, we call them. It is not that technical a scale. What that really is is for developing the x-ray films in the radiology department after they have been exposed by radiological technologists.

Q What pay grades are they?

A Also grades on on the service sale.

Q In what pay grades are the helpers in the maintenance area?

A Grades 3 on the service scale.

Q And in what pay grade are the -- is the incinerator worker?

A The same, Grade 3 on the servicescale.

Q Can you give me employees in any area other than maintenance whoare also on Grade 3 of the service scale?

A Yes. We have a title, classification, emergency room technician, a lead laundry worker. I can't think of any others at the moment.

Q Do you employ cooks at the hospital?

A Cook in the Dietary Department would also be in Grade 3 in the service scale.

Q Do you employ a mimeograph operator?

A Yes. Grade 3 on the service scale.

Q Would you tell me what the emergency room technician does?

A This is a kind of a para-professional who works in an emergency room who is qualified to do more than what the normal nursing attendant might do on the floor, to assist the registered nurse and the licensed practical nurses in the emergency room to administer the patients. It requires more sensitive training, on-the-job experience, to function in this particular capacity.

Q And you mentioned that the lead laundry worker is on Grade 2--

A 3 in the service scale.

Q What does he or she do?

A In the laundry or she would be involved in quasi-supervisory status, not a real supervisor, but having more knowledge about how the equipment runs, what laundry woul go into what machine, what frequency and the priorities of what has to be done would be.

Q What does your cook do?

A Prepares food.

Q What does the mimeograph operator do?

A He runs a mimeograph machine. We have quite a bit of work that's done on house--routine mimeograph stencils that are run. Also we might be involved in photo-offset printing that we do in-house. And takes the orders, returns them off the machine, maintains the records, and distributes them to the departments that requested them.

Q In what pay grade is your maintenance--are your maintenance men?

A That would be a grade 4 on the service scale.

Q And what pay grade are your firemen?

A Also Grade 4 on the service scale.

Q What other employees are Grade 4 on the service scale?

A EKG technician senior who helps in running the EKG Department, more knowledgeable about the test and procedures and what-have-you.

Q Where is the regular EKG technician classified?

A Grade 1 on the service scale.

Q Anybody else in Grade 4 on the service scale? Do you have a gardner?

A Yes. The garnder would be on Grade 4 in the service scale as well.

Q You have a cini technician?

A A cini technician would also be in Grade 4 in the service scale.

This job is involved in taking the

films in the cardiac catherization laboratory, developing them, maintaining the records and so forth for those people who need--require cardiac catherization.

Q How do you-- In what pay grade are your lead maintenance men?

A We have lead maintenance men in several categories. One would be in Grade 5. We also have them in Grade 6 and Grade 7 on the service scale.

Q Who else is employed in those grades?

A In the Maintenance Department?

Q No. In the hospital.

A We have, I believe, a senior cook, which would be in Grade 5. In Grade 6 we have a locksmith. We are getting into the hither categories of service scale 7s, more limited--

Q Do you have a dialysis technician?

A We have a dialysis technician, which would be a Grade 5, who is much mre knowledgeable bout the dialysis equipment.

Dialysis equipment is the kidney machines that patients come in and are attached to for periods of time during the week that cleans their blood because their kidneys are inoperative and he would be in Grade 5.

Q That is the senior dialysis technician?

A The dialysis technician is either a 1 or a 2, Grade 1 or Grade 2.

Q Are there any other maintenance employees in grade S6?

A We have a boiler mechanic who would be a grade 6, lead maintenance man, which might also be a Grade 6. I believe that's it. I'm not--

Q Where is-- Do you have a locksmith?

A That would be Grade 6. Imentioned that before.

Q And he is in the Security Department?

A They are attached to the Security Department. Also classified as a Grade 6 on the service scale in the pay range.

Q In what pay grade is the watch engineer in the Maintenance Department?

A That's a top pay grade on the service scale, that's a Grade 8.

Q Who else is in that?

A I don't believe we have any other titles in the Maintenance Department in that grade.

Q No, in other departments?

A We had a chef who was Grade 8.

Q Would you compare the number of paid holidays employees in engineering and maintenance receive with the number of paid holidays employees in other parts of the hospital receive?

A All employees in the hospital, regardless of where or what department they work in receive the 12 paid holidays a year, ten of which are scheduled, defined holidays, and two of which are free or floating personal days.

Q would you tell me how the Blue Shield Blue Cross benefits that maintenance and engineering employees receive compare with the Blue Shield Blue Cross benefits that other hospital employees receive?

A There's absolutely no difference in the manner in which the hospital provides the Blue Cross Blue Shield benefits for one employee in one department at as differentiated from any other employee in other parts of the hospital. It is the same contract and the same eligibility provisions for all employees.

Q Same benefits?

A Exactly the same.

Q Would you tell me how the major medical insurance benefits for maintenance and engineering employees compare with the major medical insurance benefits that other hospital employees receive?

A There's absolutely no difference again in the major medical benefit in the way it is applied and the benefits under the contracts for maintenance and engineering or any other hospital employee.

Q Did you compare the dental insurance benefits that the engineering and maintenande employees receive with those that other hospital employees receive?

A We do not differentiate in the dental plan as well as far as the eligibility provisions or the benefits go. The contract is the same for everybody.

Q Would you compare the prescription drug insurance benefits that maintenance employees receive with the prescription drug insurance benefits that other hospital employee receive?

A The benefit is exactly the same for everyone in the hospital.

Q Please compare the life insurance benefits that maintenance and engineering employees receive with the life insurance benefits that other hospital employees receive?

A Here again there is absolutely no differentiation made for any employee in the hospital.

Q Would you compare the disability insurance benefits that the maintenance and engineering employees receive with the disability insurance benefits that other employees receive?

A Again it is the same. There is no difference made for any employee in the hospital.

Q Does the hospital have a tuition refund program?

A It does.

Q Would you tell me who is eligible to receive refunds under that program?

A All full-tine employees that have beenwith us a year regardless of where they work with an employee and if they meet the--if the course work they are taking meets th criteria we have established, anyone is eligible to receive the benefits under that program regardless of where they work.

Q Does the hospital provide paid jury duty leave for its employees?

A It does.

Q How does the paid jury duty leave for the maintenance and engineering employees differ from that other employees receive?

A It differs not one iota. It is the same for all employees.

Q Does the hospital give its employees paid vacations?

A It does.

Q Could you tell us how the paid vacation program for maintenance and engineering employees differs from the paid va tion program of other employees?

A It differs not at all. It is the same for everybody.

Q Does the hospital provide a pension plan for its employees?

A Yes. Fully paid for pension plan.

Q And who is eligible to participate in that?

A There are various eligibility criteria and those criteria are gain the same for maintenance and engineering employees as it would be for any other hospital employee.

Q Including nursing assistants?

A Including nurse's assistant, food service workers, laundry workers, housekeeping. Every classification at the hospital is treated the same way for that particular item.

Q Does the hospital allow its employees to take leaves of absence?

A It does.

Q And on what basis are those leaves granted for maintenance and engineering employees?

A The same criteria that we use for any other employee in determining whether we can and do grant leaves of absence applied to maintenance and engineering people s they would to any other employee in the hospital.

Q Does the hospital grant its employees paid time off to vote in elections?

A Where required by law and where necessary we provide hatt benefit to anyone who needs it, whether they are members of the maintenance and engineering department or any other department in the hospital.

Q Does the hospital give marriage leave, paid marriage leave, to its employees?

A It does.

Q On what basis does the maintenance and engineering employees receive it?

A Same basis as anyone else.

Q Do you have a paid paternity leave?

A We do.

Q On what basis do the maintenance and engineering employees receive it as compared to other employees?

A There is no difference. Benefits apply equally to all.

Q Does the hospital provide paid funeral leave for its employees?

A It does.

Q Is there any-- What difference,if any, is there between paid funeral leave the maintenance and engineering employees receive and the paid funeral leave other employees receive?

A There is no difference whatsoever.

Q Does the hospital have a military leave of absence program?

A Yes, we do.

Q And what difference, if any is there between the military leave that engineering maintenance employees receive and the military leave that other employees receive?

A None.

Q Does the hospital have a tax shelter annuity plan?

plant?

A It does.

Q Who is eligible to participate in that?

A Anyone who wishes to do so, regardless of where they are employed.

Q Does the hospital have a paid--I'm sorry--does the hospital have a payroll savings plan?

A It does.

Q Who is eligible to participate in that?

A Anyone who wishes to do so.

Q On the ~~time~~ [illegible] basis?

A On the ~~time~~ [illegible] basis.

Q Does the hospital have a maintenance--monthly investment plan?

A It does.

Q Who is eligible to participate in that?

A Anyone -- any employee in any department who wishes to enroll.

Q Does the hospital provide discounts for its employees?

A It does.

Q Who is eligible to receive those discounts?

A The criteria for eligibility apply for anyone in the hospital regardless of the department in whichthey are employed.

Q Including maintenance. Reporting

A Including maintenance and then engineering. There is no differentiation.

Q Does the hospital provide--does the hospital have a plan for accident insurance?

A It does.

Q Who is eligible to participate in that?

A All full-time workers regardless of where they are employed in any department, maintenance, engineering or nursing, personnel, anybody.

Q Would you describe the hiring procedures for maintenance and engineering employees?

A They make no differentiation in the hiring procedures. People are interviewed by personnel, referred to the departmen heads.

If they are acceptable, they are given a physical examination. If they pass, they are employed. We don't view maintenance and engineering different in any way, shape or form than any other department in the hospital.

MR. FRIEDMAN: Your Honor, I will object to that last state,ent. That's rather self-serving, and does not relate to any particular question by the--

JUDGE MILLER: I will let it stand. I will overrule the objection.

Proceed.

BY MR. HEYERT:

Q Is there any difference in the hiring procedure for employees in maintenance and engineering then--as compared to employees in other hospital areas?

A None whatsoever.

Q Would you describe the termination procedure for employees in maintenance and engineering?

A It's the same for anyone--as for any other employee in other depart ments.

Q How does it work?

A If the department wishes to terminate someone, we evaluate the case on its merits. We like to thinkthat we provide our employees with every possible chance to correct any previous problems that may have come up, normally, unless the infraction is one that is grouds for summary discharge, a major violation such as theft, someone is caught redhanded, and so forth, we have series of warning notices that we like to see.

Then there--

Q Who is "we"?

A Personnel office. Looks for warnings notices in the record.

The personnel office then would look to see a suspension before termination because termination is the final action that we would take, and then if we find that to be the case, and the department wishes to terminate the employee, we would evaluate the case on its own merits and then make a recommendation for termination to the Executive Director, who must approve all terminations.

Q Is that the same procedure followed with employees who were terminated in other departments?

A It is exactly the same for any employee in the hospital.

Q Does the hospital have any teams that its employees participate in?

A Yes. We sponsor a softball team. We also sponsor a bowling league. And any members of any department would wish to participate on the softball team; you have to exhibit some skill. You cannot have fifty people play soft ball, and we have a team. I know there are members of the Engineering Department. I don't know if they participated this past year, but I am certain they participated in years before.

Some good ballplayers in the Engineering Department.

Q Who else participates?

A We have central service people on that team, purchase people on that team, anyone who wishes can try out, and if they exhibit the skill, they are on the team.

Q Describe the service awards program that you have.

A We award services and in the past years we sponsored a luncheon, for employees who reached various levels of service in the hospital, normally in groups of five years. If you were here for five years we would give you a certificate and pin and invite you to the luncheon. It would be a dinner, on company time, where we normally have between two hundred and fifty and three hundred people from all areas of the hospital, nursing, central service, maintenance and engineering, housekeeping, dietary, laundry, anywhere, as long as you meet the service criteria. And we could spend the afternoon together.

Q Is there an employee activity committee at the hospital?

A There is a group of employees who get together to sponsor weekends, raffles and so forth, to try and raise some money to purchase specialized equipment that is needed in the hospital, and to get together to enjoy themselves socially outside of the hospital.

Q Who is on that committee?

A People from all over the hospital.

Q Including maintenance and engineering?

A I believe so. I don't know the names of the people individually, but they certainly would have the opportunity to participate if they wish to do so.

Q Are the maintenance and engineering employees hourly paid or salaried?

A All the employees are hourly paid.

Q Do they punch a time clock?

A They do.

Q Where are those clocks located?

A There is only one set--bank--of clocks in the hospital, and that is located inside the employees' entrance on the Pacific side street of the 340 Henry Street building.

Q And who uses that clock?

A All employees in the hospital who punch time cards punch in that area. And I would say there are about 1700 to 1800 employees whose time cards would be located around those time clocks and will use those time clocks.

Q Who uses the hospital's cafeteria?

A Any employee as long as they exhibit an identification badge such as this, which all employees have with their picture on it, can use the cafeteria and get a discount. If you don't have this badge, you just are not entitled to the discount, but the public uses the cafeteria as does any employee in the hospital.

Q Please describe how you fill job vacancies at the hospital.

A Well, there is an administr-tive procedure that is followed by the department requesting the filling of a new position or replacement of someone who has left.

Once that is approved, we initiate the recruiting procedure utilizing newspaper advertisements, agencies were appropriate, files of people who have walked in in the past, which we maintained in various job classifications, and we also post notices in and around the hospital and we distribute them to the New York State Employment Service and other agencies, notifying as many people as we can that there is a vacancy that exists.

MR. HEYERT. May I have this marked, please?

JUDGE MILLER: Respondent's Exhibit 7.

(Thereupon, the document referred to marked Respondent's Exhibit 7 for identification.)

Q (By Mr. Heyert) Mr. Farbowitz, I am showing you Respondent's 7. What is that (handing)?

A This is the set of personnel policies in the hospital that relate to promotions.

Q How do you make your promotional opportunities known to your employees?

A Well, as I indicated, we do post job vacancies on bulletin boards around the hospital.

Q How often is that done?

A That is done once a month. And that list provides the job classification, the salary, the hours, and specifications required for that particular position. In addition, we also maintain a record of employees who have come into us and shown an interest in promotion, if one presents itself, and department heads as well who indicat that they have an employee who they think is promotable under filing system and when vancancies come up we go through that list as well, and then contact the department head and the employee to see if that person can fill a given vacancy.

MR. HEYERT: I offer Exhibit 7, in evidence, your Honor.

MR. FRIEDMAN: I have one question on voir dire.

VOIR DIRE EXAMINATION

Q (By Mr. Friedman) Mr. Farbowitz, when was this document prepared; do you know?

A The original was prepared in 1962. I don't believe there have been any changes to this specific set of policies, this section of the policy.

MR. FRIEDMAN: Fine. I have no objection, your Honor.

(Thereupon, the document previously marked Respondent's Exhibit 7 for identification, received in evidence.)

MR. HEYERT: May I have this marked for identification, please.

JUDGE MILLER: Yes.

(Thereupon, the document referred to marked Respondent's Exhibit 8 for identification.)

Q Mr. Farbowitz,, I am showing you Exhibit 7--

A Eight.

Q I am sorry, Respondent's Exhibit 8. What is that?

A This would be an example of the list of job openings that we place in and around the hospital, and which we distribute to various agencies outside the hospital to assist us in recruiting for positions, vacancies that come up from time to time, and it is posted around the middle of each month, once a month.

Q Around the hospital?

A In and around the hospital and elsewhere.

Q Who is eligible to apply for these openings?

A Anyone who sees it, reads, and believes they have the qualification and experience enumerated, comes into the personnel office and indicates to us that they wish to be considered and they would be considered.

MR. HEYERT: May I have this document marked for identification, please?

(Thereupon, the document referred to marked Respondent's Exhibit 9 for identification.)

q

Q (By Mr. Heyert) Mr. Farbowitz, do you have Exhibit 9? You have Exhibit 9 now?

A I now have Exhibit 9.

Q What is that?

A This would be another example of the same listing of job openings that was posted in April of 1972 listing various types of jobs that are available and the experience and education we require for the position.

MR. HEYERT: I'd like to offer Exhibit 9.

JUDGE MILLER: And 8?

MR. HEYERT: And 8, thank you, your Honor.

MR. FRIEDMAN: Your Honor, with both 8 and 9, my only objection again would be thd standing objection to this line of questioning.

JUDGE MILLER: All right. I aill overrule the objection and receive it in evidence.

(Thereupon Respondent's Exhibits 8 and 9, previously marked for identification, received in evidence.)

MR. HEYERT: May I have thismarked for identification, please?

(Thereupon, the document referred to marked Respondent's Exhibit 10 for identification, of this date.)

Q (By Mr. Heyert) What do you have in your hand now, Mr. Farbowitz?

A I have Respondent's Exhibit 10, job openings, March 21, 1972.

Q And where are these job openings posted?

A We post them near the time clocks, there is a bulletin board right on top of several of time clocks where most of the employees would at one time or another frequent. We post them on a bulletin board right outside the cafeteria entrance where again there is heavy traffic, and other places around the hospital where there would be heavy traffic.

Q Like where?

A Near the nursing office there is also a bulletin board. We may post them up on floors--nursing floors, wherever we find space where we fell it would be an advantage to post these. But we always post them at the cafeteria entrance and the employees' time clocks.

MR. HEYERT: I offer Exhibit 10.

MR. FRIEDMAN: Voir dire examination.

VOIR DIRE EXAMINATION

Q (By Mr. Friedman) Mr. Farbowitz, do you have any knowledge, personal knowledge whether this noticed was ever posted at the hospital?

A In the hospital?

Q Yes.

A Yes, I do.

Q Were you employed by the hospital on March 21, 1972?

A I was.

Q In what capacity?

A Personnel director. I'm sorry, in 1972, at that time I a wage and salary manager.

Q And you have personal knowledge that this was posted?

A Oh, yes.

MR. FRIEDMAN: Again, just the standing line of objection.

JUDGE MILLER: And the standing ruling. It is received.

(Thereupon, the document previously marked Respondent's Exhibit 10 for identification, received in evidence.)

Q (By Mr. Heyert) What role does senior~~s~~ity play when an employee applies for a job that is posted on the bulletin boards?

A Well, if all-- If several employees with equal qualifications apply for a job, that person having the most service with the hospital would then be the one selected.

Q How many employees, orrently maintenance and engineerin currently in aminten ance and engineering, held other jobs at the hospital?

A Five.

MR. HEYERT: Off the record for a moment, please.

JUDGE MILLER: Off the record.

(Discussion off the record.)

JUDGE MILLER: On the record.

MR. HEYERT: May I have this marked for identification, please?

(Thereupon, the document referred to marked Respondent's Exhibit 11 for identification.)

Q (By Mr. Heyert) Do you have a copy of Exhibit 11, Mr. Farbowitz?

A I do.

Q What is it?

A This is a copy of a personnel record card on an employee Maximino Rodriguez.

Q What job does Mr. Rodriguez hold now?

A He is currently classified as a maintenance man in the Maintenance and Engineering Department.

Q And tell us what jobs, if any, outside of maintenance and engineering that Mr. Rodriguez has had.

A The record indicates that Mr. Rodriguez was employed by the hospital in January of 1968, January 22 of 1968, to be more specific. At that time he was a houseman, what is now known as a housekeeping worker, in the Housekeeping Department.

He was subsequently transferred in June of

1969 to the position of elevator operator, and in September of 1969 was transferred to the Engineering Department as a helper.

He then received several promotions within he Maintenance and Engineering Department to where he is now, a grade 4, which is a classification of a maintenance man.

MR. HEYERT: I offer this exhibit in evidence.

One further question.

Q Do you keep these personnel cards in the ordinary course of your business at the hospital?

A Yes. We keep them onevery employee.

MR. HEYERT: I offer it in evidence, your Honor.

MR..FRIEDMAN: Again, your Honor, just the standing objection.

JUDGE MILLER: All right.

I will receive it.

(Thereupon, the document previously marked Respondent's Exhibit 11 for identification, received in evidence.)

JUDGE MILLER: As to the other four cards, Mr. Heyert, you mentioned you had five such cards, if they are included on their face as to his promotion or transfer, wh-tever y9u want to call them, perhaps you should just put them into evidence. would be inclined to rule the same way, we can shorten the record a little bit and alleviate the need for a verbal description on them.

MR. HEYERT: May I have this document marked for identification, please?

(Thereupon, the document referred to marked Respondent's Exhibit 12 for identification.)

Q (By Mr. Heyert) You have Respondent's Exhibit 12 in your hand, Mr. Farbowitz?

A I do.

Q What is that?

A It is the employer record card on a Stanley Sealey.

Q Does that indicate that Mr. Sealey is now a laborer, sir?

A It does.

Q And that he held the job of food service worker previously?

A At the time of his employment in February of 1962, he aw a food service worker.

MR. HEYERT: I offer it in evidence, your Honor.

MR. FREIDMAN: Just the same--

JUDGE MILLER: I will receve it.

(Thereupon, the document previously marked Respondent's Exhib 12 for identification, received in evidence.)

JUDGE MILLER: When was it that he was promoted, just for my information?

THE WITNESS: He had a promotion within the Dietary Department to a Cook B, and--

JUDGE MILLER: When did he go to the service--

THE WITNESS: I'm looking at the card. November 18, 1974.

MR. HEYERT: May I have this marked for identification, please?

(Thereupon, the document referred to marked Respondent's Exhibit 13 for identification.)

Q (By Mr. Heyert) Mr. Farbowitz, you are holding Respondent's Exhibit 13 for identification?

A I am.

Q And tell us what that is?

A This is the employer record card on one Jose Rivera, who was employed in January of 1973, and was a porter, whose title was later changed to housekeeping work in the Housekeeping Department.

And on January 7th, 1975, he was transferred to the position of laberer in the Engineerint Department, the position which he now holds.

MR. HEYERT: I offer it in evidence, your Honor.

MR. FRIEDMAN: I do have one question.

VOIR DIRE EXAMINATION

Q (By Mr. Friedman) Knowing that the form seems a little different than some of the other forms; is this a new form?

A Yes. We found we had more space on this one to make entries than we [illegible] on some of the other ones. We changed it back in '69 or '70.

Q That's why 11 and 12, the card form, the top photostat, is the new form?

A The one had the horizontal lines going across, this form, would be the new form.

MR. HEYERT: Referring to what? When you say, "This form," are you referring to Exhibit 13?

THE WITNESS: Right. All the employee record cards that have previously been placed in evidence which have the horizontal lines going directly across are the new form of the employee record card.

We transferred in some cases some of the information on to that from the old cards. In some cases the employee was hired after it went into effect.

MR. FRIEDMAN: I have no objection, save the same objection.

JUDGE MILLER: The objection is overruled. The document is received.

(Thereupon, the document previously marked Respondent's Exhibit 13 for identification, received in evidence.)

MR. HEYERT: Please mark this for identification.

(Thereupon, the document referred to marked Respondent's Exhibit 14 for identification.)

Q (By Mr. Heyert) You have Respondent's Exhibit 14 in your hand?

A I do.

Q Don't you?

A I do.

Q Would you tell us what that is?

A This is the employee record card on employee Clotido Marquez, who was employed with the hospital in 1958 and at that time he was, I believe, a--I believe he was either an elevator operator or a houseman, or a porter in the Housekeeping Department.

Q What job does he hold now?

A He was transferred to the Engineering Department on July 26, 1974. He currently holds a position of helper in the Engineerint Department.

MR. HEYERT: I offer it in evidence.

MR. FRIEDMAN: Just the standing objection.

objection.

JUDGE MILLER: Received.

(Thereupon, the document previously marked Respondent's Exhibit 14 for identification, received in evidence.)

MR. HEYERT: May I have this document marked for identification, please?

(Thereupon, the document referred to marked Respondent's Exhibit 15 for identification.)

Q (By Mr. Heyert) You are holding Respondent's Exhibit 15 for identification.

What is that, please?

A This is the employee record card on Monserrate Vasquez, who was hired by the hospital in November of 1964, as a porter in the Housekeeping Department, and was subsequently in August of 1971 transferred as a laborer to the Engineering Department.

He currently holds the position of maintenance man in that department.

Q I notice on the form one part of it is shown as Paul Vasquez--

A No.

Q And the other is Monserrate Vasquez.

A Paul Vasquez is the person to notify in case of emergency.

Q I see.

MR. HEYERT: I offer it in evidence, your Honor.

MR. FRIEDMAN: Just the standing objection, your Honor.

JUDGE HEYERT: Objectinn overruled. I will receive it.

(Thereupon, the document previously marked Respondent's Exhibit 15 for identification, received in evidence.)

Q (By Mr. Heyert) Does the hospital employ a man named Erick Dandy?

A It does.

Q What job does he hold?

A Mr. Dandy is currently a central service aide in the central service and supply department.

MR. HEYERT: May I have that document makred as Exhibit16, please?

(Thereupln, the document referred tomarked Respondent's Exhibit 16 for identification.)

Q (By Mr. Heyert) You are holding Exhibit 16.

A I am.

Q Would you tell me whether that indicates what other jobs Mr. Dandy has held with the hospital?

A Yes. Mr. Dandy was employed in January of 1972 in the Engineering Department as a helper, and in April of 1972 transferred to the Central Service Department as a central service supply aid.

MR. HEYERT: I ofer that in evidence, your Honor.

THE WITNESS: The position which he now holds.

MR. FRIEDMAN: Just the same objection, your Honor.

JUDGE MILLER: Received.

(Thereupon, the document referred to previously marked Respondent's Exhibit 16 for identification, received in evidence.)

MR. HEYERT: Please mark this for identification.

(Thereupon, the document referred to marked Respondent's Exhibit 17 for identification, of this date.)

Q (By Mr. Heyert) You have a copy of Respondent's Exhibit 17 for identification?

A I do.

Q What is that?

A This is the employee record card on employee Wilfredo Franco.

And it shows that he was employed by the hospital in June of 1968 in the Engineering Department, and went on Military leave of absence.

In his particular case his discharge was not one that would have allowed him to avail himself of the return privileges on a military leave of absence and so he did not return from military service leave and then was reinstated. He subsequently applied for and was rehired in the Housekeeping Department as a housekeeping worker. And a position which he now holds.

MR. HEYERT: I offer it in evidence, your Honor.

MR. FRIEDMAN: Same objection.

JUDGE MILLER: Received.

(Thereupon, the document previously marked Respondent's Exhibit 17 for identification was received in evidence.)

Q Mr. Farbowitz, did you participate in the negotiation that took place between the hospital and Local 144, the charging party herein?

A I did.

Q Can you tell us what the hospital's position was with respect to the appropriateness of the maintenance and ngineering unit during those negotiations?

A The hospital's position is and always has been that the Maintenance and Engineering Department is not and never was an appropriate unit for collective bargaining purposes.

Q What, if anything, did the hospital inform 144 respecting the appropriateness of the unit at those negotiations?

A We, on many occasions, during the negotiations indicated to them that although we were bargaining in good faith, we did not feel our attendance at those sessions--we did not ant our attendance at htose sessions to prejudice our position that the maintenance and engineering department was and is not an appropriate bargaining unit for collective bargaining purposes.

Q Do you recall when the hospital stopped bargaining with Local 144, more or less?

A Oh, I believe it was sometime in mid-1975. I'm not certain. It has been, I believe, six or seven months since ewhad the last bargaining session, at least.

MR. HEYERT: May I have this marked for identification, please.

(Thereupon, the document referred to marked Respondent's Exhibit 18 for identification.)

MR. HEYERT: Off the record.

(Discussion off the record.)

JUDGE MILLER: On the record.

Mr. Heyert.

Q (By Mr. Heyert) Mr. Farbowitz, you are holding Respondent Exhibit 18.

A I am.

Q Would you tell us what that is?

A This is a letter from Sidney Danielson, the Regional Director of Region 2, the NLRB, to the Maintenance Division of the Building and Construction Trade Council of Greater New York, AFL-CIO, involving a case of the Society of New York Hospitals on that particular collective bargaining agreement.

Q Did you receive a copy-- Did anyone give you a copy of th letter?

A Counsel did.

Q And what were you told by counsel when he gave you that letter?

A Counsel informed me that this decision, the NLRB made in th particular case, supported the hospital's position tat the Maintenance and Engineering Department was not an appropriate unit for collective bargining purposes under the N LRB definition of collective--of an appropriate jnit.

MR. HEYERT: I offer it in evidence, your Honor.

JUDGE MILLER: May I see that letter, please?

(Handing to Judge Miller.)

MR. FRIEDMAN: I have no objection, your Honor.

JUDGE MILLER: I have a question:

Did you receive a copy of this letter after yar last bargaining meeting with the union or prior to the end of your negotiations with the union?

A I don't recall the last date of the bargaining session, so I cannot relate specifically to the receipt of that letter and th e last bargaining session. I can say affirmatively that our position was during the bargaining sessions and prior to the receipt of that letter that was not appropriate, and this particular--the maintenance and engineering department was not an appropriate unit, and this letter given to me by counsel at that time, sometime in mid75, simply buttressed and affirmed that decision.

JUDGE MILLER: In the absence of objection to it, I will receive it.

(Thereupon, the document referred to previously marked Respondent's Exhibit 18 for identification, received in evidence.)

JUDGE MILLER: It has little, if any, weight, on the appropriateness of the unit.

MR. FRIEDMAN: I was going to note we have no objection to the introduction of this in evidence. We would oppose it being given any such controlling weight, your Honor.

MR. HEYERT: It is being offered to show the motivation of the respondent in ceasing negotiations with 144, your Honor.

JUDGE MILLER: All right.

Proceed.

A I did.

Q And on that basis, were you able to conclude which of th employees in the unit that the General Counsel claims to be appropriate ~~with~~ were on the hospital's payroll in that capacity in July of 1964?

A I was.

Q Would you tell me how many of them in the unit that General Counsel now claims is appropriate were on the payroll i July of 1964?

A There are only seven employees currently on the hospital's payroll who were then on the payroll in 1964, and w now employed in the Mainteannce and Engineering Department.

Q Do you know who they are?

A There is a Mr. Deldes, a Mr. Alomena, a Mr. Hunter, a Mr. King, a Mr. Calabrese.

Q I think you have named five. What about Mr. Redmond?

A Yes, Mr. Redmond, who is an incincerator worker.

Q And Mr. Monroe?

A Mr. Monroe, maintenance man.

Q How -- Do you know how these people are classified, sir?

A Yes.

Q How?

A I believe four of them are maintenance men, one is a lead maintenance man, one is an incinerator worker. That gives us six. Perhaps five are maintenance men.

Q . . Any boiler mechanics?

A Mr. Hunter, I'm sorry, is a boiler mechanic.

MR. HEYERT: May we go off the record just for a second?

JUDGE MILLER: Certainly.

Off the record.

(Discussion off the record.)

JUDGE MILLER: Back on the record.

MR. HEYERT: Your Honor, I do recall whether General Counsel asks you to take administrative or judicial notice of the State Labor Board decision and order and direction of elections in case entitled, Long Island College Hospital and Local 144 and Maintenance Division of the Building and Construction Council.

MR. FRIEDMAN: If I have not yet done so, I intend to do so, your Honor.

MR. HEYERT: I'd like to call your attention in that, your Honor, to the position of the Charging Party in that proceeding, which was that unit that the General Counsel, and they are now claiming is appropriate, was not appropriate for collective bargaining.

JUDGE MILLER: I will take official or judicial notice of that document. I will need copies of it, Q That was seven, I believe.

MR. KARLEBACH: Six, your Honor.

Q (By Mr. Friedman) Is there a possibility that there are any other names that you may have missed?

A My analysis of the records, to the best of my ability, those are the only ones that I could determine.

Q Do you know a Mr. Lopez?

A Mr. Jorge John Lopez?

Q Yes.

A Yes.

Q Wasn't he in the bargaining unit, at the time?

A I don't recall his date of hire, at the time. I have to look at the records to determine that.

Q You don't have the records here?

A No.

Q How about Mr. Lewis Camacho?

A Well, we have a couple of Lewis Camachos employed or--which were employed during the hospital--I know--because we used to have a man from the Family Support Court, and there was a problem with two lewis Camachos and they were always picking up the wrong one. So--

Q Do you currently have a Lewis Camacho?

A I believe we have two in the hospital.

Q Did you have a Lewis Camacho at the time of the election?

A It's possible. Again I will have to check the records. These individuals, I am certain, are still employed in the Engineering and Maintenance Department and were employed in the Engineering and Maintenance Department at that time.

Q Is it possible there may be others?

A It's possible, but if not--not likely unless I just missed one or two.

Q How about Mr. Raoul Ramos?

A He is not in the unit. He is a supervisor.

Q At the present time?

A Yes.

Q Was he in the unit at that time?

A It's very probable it was. I believe his date of employment was prior to 1964.

Q How about Mr. Baczyk, was he in fact a member of the unit at the time?

A The question was put to me, I believe was those people who are now in the unit who were in the unit at the time.

Mr. Baczyk is a supervisor.

Q At the present time. I am asking yoo, though, was Mr. Baczyk in the unit at the time of the election?

A I believe he was.

Q How about Mr. Dominche?

MR. HEYERT: I move to strike the last

answer. The point--the fact that Mr. Baczyk, who is now a supervisor and who we heard is from testimony reports directly to Mr. Cregan, the Director of Engineering.

The fact that he may or may not have been in the unit is not our point. It is clearly a fact that he is no longer in the unit now.

JUDGE MILLER: I will overrule the objection.

Q (By Mr. Friedman) Is there a Mr. Harry Coninche at the hospital now?

A Yes.

Q What is his position now?

A He is a supervisor.

Q In what unit?

A In the Engineering and Maintenance Department.

Q What branch of it, by the way?

A I believe he reports to Mr. Fuentes.

Q And what are his specific duties?

A He is one of the supervisors that has responsibility for a project. If there is a project that Mr. Fuentes would work on and requires several people, he would be in charge of seeing that the project is done properly, issuing directions on how it is to be done, and determining who would--who is needed and who is not needed for the job.

Q How much such supervisors are there under Mr. Fuentes?

A There is a Mr. Dominiche. There is also a Mr. Acevedo Morrell. There may be one or two others, but I don't recall them at the moment. Those two I know, sir, are definitely--Mr. George Ortiz is another.

Q By the way, Mr. Morrell and Mr. Dominiche, were both--were they both in the bargaining unit at the time of the election?

A They were employed at the time. I don't know whether or not they were members of the unit, at that time or alleged members of the unit at that time.

Q How many people are there under Mr. Fuentes, by the way, if you knew?

A I believe the testimony was--I think there are 23 or 24.

Q During the time that they are not working in special proj3cts, what are the duties of Mr. Dominiche, if you know?

A Mr. Dominiche is responsible for supervising those people who have -- who are working on work orders. As a work order comes into Mr. Fuentes' area and requires several people, Mr. Dominiche will take those people and in many cases will discuss with Mr. Fuentes which people are to be assigned to that particular item, and accompany those people up there, give them directions. If necessary, assist them, and he often walks around the hospital where several of these things may be going on at the same time, take a look at the progress, and report back to Mr. Fuentes, and give his principle, should or should not this be done, any additional men, and so forth, materials.

Q What is the exact title of Mr. Dominiche?

A Maintenance supervisor.

Q Do you know where that is on a scale position?

A The maintenance supervisors I believe Grades 5, 6 or 7, depending upon--depending upon the area that they would be responsible for, the types of things they would be--experience and so forth. I believe there is an eighth also.

Q Do you know for sure what Mr. Dominiche's scale is?

A I believe he is a 7.

Q How about Mr. Morrell?

A I believe he is a 5.

Q And you said--did you say Mr. Ramos might be--

A No. Ramos does not report to Mr. Fuentes. He reports to Mr. Baczyk. There are two Ramos', R. Ramos.

Q What is his job title?

A Maintenance supervisor.

Q And what is his scale?

A He is either a 6 or a 7, I believe.

Q By the way, also Mr. Fuentes, was he also a member of the bargaining unit, at that time?

A It is very possible he was.

Q How many people in the department--in the Maintenance Department are in those scales, those grades 6 and 7 and 8?

A I think probably about five or six, couple of boiler mechanics, lead maintenance men.

Q Would any--

A Preventive maintenance supervisor.

Q How about just plain people, just plain maintenance men?

A Maintenance men is Grade 4.

Q Grade 4..

How about, for example, a plumber, what would his--

A We don't have a title "plumber," sir.

Q What would Mr. Lopez be?

A I believe he is a 7. But he is a lead maintenance man.

Q When was this salary scale put into effect at the hospital?

A The scales that I mentioned previously have been in effect, I think, since 1972 or 1973. The specific enumeration of the professional technical managerial service and clerical.

Q Prior to that, did you also have scales?

A Prior to that we had a separate scale for the nursing department and one scale for all others.

Q And how far back does that scale date?

A As long as I can remember. I have seen it go back to the early Sixties.

Q Would it predate the conduct of the election of the State Board?

A Yes.

Q Actually, when did you actually become employed by the hospital?

A August of 1969.

Q Now, you ran through a goodly list of benefits that you state are enjoyed by all employees.

First of all, you referred to military leave. What is a military leave policy of the hospital?

A It complies with the statutes, someone is called to military duty or even volunteers, we grant him a military leave to the extent that they are required to serve, and if they are honorably discharged we then reemploy them with all the benefits that would have accrued to them had they not been on military leave in accordance to the statute.

Q It is that which you are required to do by law?

A In addition, if someone is on military reserve duty, we pay them their full salary and they give you back the military pay, that is not required by law, but we supplement the pay to give them full salary.

Q I th ink you started off--you were speaking, for example, about the number of holidays.

You said that all employees received the two paid holidays?

A That's correct.

Q By"all employees," who do you include? Are you including nurses?

A Everyone. . Everyone.

Q Are doctors considered--

A Yes.

Q What would that be, just residents or--

A Resident interns and attending physicians, anybody who is on the salary payroll--the payroll of the hospital,would be entitled to receive these holidays.

Let me qualify it one way, if you are eligible for the holidays, that is if you work at least fifty percent or more, anyone who is scheduled to work less than fifty percent receives no holiday, but anyone who is eligible for a holiday, regardless of where they work, would receive holiday benefits.

Q Tht includes, for example, yourself, Mr. Fein, and administrative officials?

A that is correct.

Q How far back does that policy date?

A Certainly since the time I have been there. And I don't think there has been a change in that for many, many years.

Q Was there any change, for example, in reaching number 12?

A There would have been an increase in the number of holidays along the way. But the criteria for eligibility has not changed. We have improved our benefits significantly over the past several years.

Q Since you have been the Personnel Director?

A That's correct.

Q Now, I take it the same is true, for example, of Blue Cross-Blue Shield, as far as all employees?

A Anyone who meets the eligible critera regardless of where they work, receives th e same benefit, same contract, same Blue Cross-Blue Shield.

Q How long has that plan been in effect?

A Again, as long as I can remember.

Q. To your knowledge, at the time of the election, sir, was there a Blue Cross-Blue Shield policy in effect?

MR. HEYERT: Objection. He was not there then.

MR. FRIEDMAN: I think we have got a situation where the witness on direct was testifying to a lot of things that went on--

JUDGE MILLER: If heknows, I think he can answer it.

A To the best of my recollection there was a Blue Cross and Blue Shield policy. It may not have been non-contributory the way it is now, but there was a policy there, and whatever critera was set up for participation in that policy, was the same criteria for everyone. There aswnever any differentiation made in terms of employees working in one department versus another department and whether they were eligible for Blue Cross or Blue Shield.

Q Would the same go for the dental plan?

A Yes.

Q How about the prescription drug plan?

A Again, the answer is Yes.

Q How about the life insurance?

A Yes.

Q Disability?

A Yes.

Q Disability?

A Yes.

Q Tuition refund, does that date back--

A That is a more recent edition, I think, in '74, if I am not mistaken.

Q Again--

A Again it is the same. There is no differentiation. Everyone participates.

Q And jury duty policy, how far back does that date, to your knowledge?

A At least until 1962 when the policy in the present form was drafted.

Q How about the vacation policies of the hospital?

A Well, again we have increased the vacation allotment, as we have improved many of our other benefits. But the criteria for eligibility applies the same to everyone.

Q And again have they always applied to every9ne, to your knowledge?

A Yes.

Q How about the pension plan of the company? How far back does that date?

A That has been in effect since July of 1970, and it applies as well again to everybody, the same criteria for eligibility applies to all employees, regardless of where they are employed in any department.

Q 1970, was it that there was a change in plan or there was not a plan before?

A No. 1970 was the effective date of the plan. There had not been a pension plan in existence prior to that date.

Q With regard to time off to vote and leaves of absence and marriage leave, paternity leave, you can single out any of those if they are different, but do those also date back, as far as you know?

A Yes.

Q The same thing with funeral leave?

A Yes.

Q Would the tax shelter annuity plan and payroll savings, has there been any change, to your knowledge?

A Not in the eligibility for participation.

MR. HEYERT: I wish--I interrupt to object to say that I cannot get a time reference with respect to chang. I think the questions are ambiguous in this way.

MR. FRIEDMAN: As far back as the witness is aware, his knowledge, which he has testified to.

JUDGE MILLER: I think we are specifically interested in anything that goes back prior to the NORB decision and order directing the election. If you can try to tie it to that, if this witness knows when these policies were adopted, I appreciate that.

Q Do you know when, for example, the annuity plan was adopted?

A Ibelieve that went into effect in 1967. I'm not certain, but I believe that is the date.

Q How about the payroll savings plan?

A That's been in effect aslong as the savings bond--the Federal Government runs it.

Q How about the--is that a monthly investment plan?

A Yes, that's also been in effect for many years. I could not give you an exact date, that's wholly contributory. It is kind of a stock investment plan. If you wish, you can take a portinn of your wages and have it purchase a fraction or whole shares of stock credit to your account, wholly non--wholly contributory.

Q As far as you know, is that in fact back at the time o the Board's certification of the State Board?

A I don't know the date. But it has been in effect since 1969, that I can testify to.

Q How about the discount policies?

A That's been in effect since, at least 1962.

Q How about the accident insurance?

A Late 1960s, prior to 1969, but I don't believe in effect in 1964. Here again it is a wholly contributory benefit on the part of the employees.

Q You gave some testimony as to termination procedure.

In conjunction with that, is there any grievance procedures set up for the employees?

A Yes. Our employee manual, a copy of which each employee receives upon employment, enumerates a specific grievance procedure wherein if an employee has a problem, he sees his supervisor. If he is not satisfied with the resolution that the supervisor comes up with, he then has the right to go to the department head. From there to the division head. From there to the personnel director. And from there to the Executive Director, and, if necessary, there is a committee on the board beyond the Executive Director who will review the problems and makd a formal determination.

Q That goes to any employee?

A That's correct.

Q Again, would that go to nurses or doctors?

A Any employee in the hospital.

Q How far back does that grievance procedure date? When was it instituted?

A I believe 1962, if not earlier -

Q To your knowledge, is there any individual grievance procedure within the Engineering Department?

A As I recall, there is a committee that is set up in the Engineering Department, their own little group of employees that attempts to resolve problems before it gets out of the department, but it is a part of the grievance procedure in the hospital as a whole, in that if the resolutinns are not forthcoming, then they would go beyond the supervisor and department heads and division heads and what-have-you.

But it is not a recognized part of the grievance procedure of the hospital. It is with--it is withi its own department to try and resolve their problems amongst themselves in a sense.

Q Procedure set up by the people in that department?

A I believe so. I don't have full knowledge of its operations.

Q Does the Director of Engineering have authority to settle grievances, as a result of meetings within the department?

A As a part of the formalized hospital grievance procedure, he is in that department and he certainly has that right and we would before it got to those higher levels.

Q He wouldn't have any authority, by the way, to speak to the Director of Engineering, to settle any grievances pertaining to housekeeping employees, would he?

A He might, if there is a grievance that would overlap from one department to another, work with the department head in charge of housekeeping to resolve the problem.

Q You referred on direct testimony to various exhibits, personnel records.

Now, according to your testimony there are five employees now in the Maintenance Department who used to be employed within either department?

A   that's correct.

Q   Now, calling your attention, sir, to Respondent's Exhibit 14, which is Mr. Vega, Cesaro Vega.

A   Vasquez.

Q   Vega, Wega?

JUDGE MILLER: I have--

THE WITNESS: Marquez.

Q   I am looking-- I am looking at the person to notify. Right.

Now, Mr. Marquez was promoted or was transferred into the maintenance--the Maintenance Department, you stated, or the Engineering Department?

A   Right.

Q   What was his position prior to that?

A   Well, he was anelevator operator for a great period of time, immediately prior to going to the Engineering Department.

Q   Does The hospital have any more elevator operators?

A   No; not at the moment.

Q   In fact, didn't the hospital convert to self-service elevators?

MR. HEYERT: Objection; irrelevant.

JUDGE MILLER: Ovrruled.

A   The hospital has no manually-operated elevators. They are all self service.

Q When did they switch over and cease using elevator operators?

A I wouldn't know that date.

Q Were any of these other employees also employed as elevator operators prior to becoming members of the Maintenance Department or Engineering Department?

A I have to look at the record, but to the best of my redollection, I don½t think so, but I am not certain.

I have to look at the cards.

Q With regard to Mr. Franco, you stated that he left, was it for military leave?

A That is correct.

Q Okay.

And he got less than an honorable discharge?

A That's correct.

Q Uponhis return, was there any initial oppositon to rehiring him at all?

MR. HEYERT: Objection; immaterial.

JUDGE MILLER: What is the point of that question?

MR. FRIEDMAN: Just getting to the question of why in fact he was hired in a new department.

JUDGE MILLER: I will sustain the objection, Counsellor.

Q Did Mr. Franco's new-- Was Mr. Franco's employment now considered a new employment as of the date he returned from the Army?

MR. HEYERT: Immaterial. I object.

JUDGE MILLER: That I will overrule, proceed.

A I would have to look at the card to see the notation. Yes. His date of hire officially would be April 9, 1975.

Q And also does that show he was hired at a lower rate of pay than he had been previously getting?

MR. HEYERT: Objection. Immaterial. The rate of pay he was hired, can have no bearing on this.

JUDGE MILLER: Overruled.

A That is correct.

Q Now, the documents you have identified, sir, the personnel records, seem for one thing to have certain numbers: 834, I think they describe a position--what do those numbers refer to?

A The five digit numbers are reflections of cost centers and positions within cost centers, not job classificatinns, bue defining for gasically accounting purposes where in the hospital a person works. The "834" is one of the sections within the engineering and maintenance department, and No. 24 would simply mean 24 positions in that section but not relating to any particular job classification.

Q Now, you refer to -- at one point that y9u no longer use titles such as electrician or plumber or things like that?

A We haven't for about two years now, showing in that order.

Q Do you know when they stopped using them?

A As I recall, it was late in 1974. There was a reorganization of the department, and we adjusted the titles to reflect more appropriately to what was actually going on.

Q To your knowledge, has anybody other than these five people you mentioned transferred into the Maintenance Department?

A Not to my knowledge.

Q Now you are involved in the hiring process of people for this Maintenance and Engineering Departments?

A I am.

Q Do people come to you with experience from other hospitals?

AYes, they might.

Q Any of the people come to you for example, with particular plumbing experience or electrical experience, any of these qualifications?

MR. HEYERT: Can we have an identification of the employee involved so that the witness could--

MR. FRIEDMAN: Members of the department.

JUDGE MILLER: If that is an objection I will overrule it.

THE WITNESS: Yes, we would look for qualifications of employees.

Q And do any sizable number of the people you hire for these departments have prior eperience in those areas?

A In which areas?

Q In the areas of plumbing or electrical work or whatever the area that you are hiring them for?

A For positions in engineering and maintenance department?

Q Yes.

A Depending upon what we are looking for, we generally look for a broad background since these people are maintenance men to have worked in general handyman or have some working knowledge of all the various things that we would expect them to do.

A maintenance man is required to do variuus types of work, therefore you would look for backgrounds which would indicate they have this type of experience.

Q You referred on your direct testimony to the position of the hospital at negotiations.

I believe you stated that you did not want--the hospital did not want--to prejudice their position that the unit was inappropriate?

A That's correct.

Q Was there any--was it your position that you would have signed a contract at that point had you been able to reach agreement?

A It was.

Q Would that not have prejudiced the position of the hospital?

MR. HEYERT: Objection.

JUDGE MILLER: I will sustain the objection; it is argument.

MR. FRIEDMAN: May I have just one minute, your Honor?

JUDGE MILLER: Sure.

(Pause in the proceedings.)

Q (By Mr. Friedman) You referred, Mr. Farbowitz, to five employees now in the Engineering Department or Maintenance and Engineering Department, who have worked in other departments.

Do you have any knowledge of how many people in the other departments worked in maintenance and engineering?

A I believe I testified there were two, Mr. Dandy and Mr. Franco.

Q And that is out of approximately how many employees in these other departments?

A Well, we have about twenty-two to twenty-three hundred employees, and about seventy ih the Engineering

Department so subtract that and you have your answer.

Q By the way, just to put some sort of relationship, you were referring to the salary scale. Could you just give us some sort of equivalence, for example, what would a scale 1 positinn pay and what would a--

MR. HEYERT: I object to that, your Honor, I object.

JUDGE MILLER: What is the relevance of the actual wage scale?

MR. FRIEDMAN: I think again, some prospective. In other words, if there is a difference--I think if you are just speaking about numerical differences, a 1 or 2 may sound like nothing, but if in fact there are large jumps involved and a 2 makes a great deal more than a 1, I think there is a difference.

JUDGE MILLER: Let's ask him how much the difference is.

THE WITNESS: There is about ten or twelve dollars difference per week between grades on the average.

Q Just to get one starting point, what would a 1 be making?

MR. HEYERT: Objection. He is asking the same question again, your Honor.

JUDGE MILLER: I will sistain the objection. I don't see how that is relevant.

Q Are any employees--

JUDGE MILLER: Let me just ask this to fill in at this point. I assume that one is the lowest range and then it goes up from there.

THE WITNESS: That's correct.

JUDGE MILLER: Thank you. Prodeed.

Q (By Mr. Friedman) Now, what pay grade did you say hat the people in the Service Department--in the Housekeeping Department--what scale position they hold?

A The housekeeping worker is a Grade 1.

Q How many employees in the Maintenance and Engineering Department are Grade 1?

A The laborers and I believe there are in the neighborhoo of, oh, maybe six or so laborers in the Maintenance and Engineering Department.

I have to check the records for the exact amount but I believe there are about a half a dozen.

Q And approximately what would be the next classificatio in which you would have employees in the Maintenance and Engineering Department?

A Grade 3.

Q And approximately how many Grade 3 employees in Maintenance and Engineering?

A I think in the neighborhood of half a dozen.

Q How many in the higher grades about 3?

MR. HEYERT: I object. I thought I was going to note where counsel is getting with these questinns, but how many employees in each neighborhood is irrelevant as far as I can see, and I object to it.

JUDGE MILLER: I will allow it. Proceed.

Q (By Mr. Friedman) How many employees in the Maintenance and Engineering Department are in those various higher grades above 3?

A Well, the next grade wuuld be 4 and I believe there are about 17 or 18 maintenance men, perhaps 20. Then you have also firemen who are in Grade 4 and you have four or five of those.

In grade 3, as well, you also have incinerator workers. I think there are three of those. In Grade 5, 6 and 7 you have lead maintenance men, boilermechanics, preventive maintenance supervisor, I think I have covered most of them. That would cover the gambit of the people in the Maintenance Department.

MR. FRIEDMAN: Your Honor, I again wouod argue that it is extremely relevant at this point to see--with the great majority of the employees in the unit falling in these higher grades to know what difference there is between those, and for example, Grade 1 where apparently all the housekeeping employees were.

I think that the difference is in fact a factor, the monetary difference. I think it is related to the witness' direct testimony.

MR. HEYERT: I think not, your Honor. It may be that there are more, although I fail to see how that has been established from this witness, but it may be that there are more in the higher grades in proportio proportionately more in the higher grades for maintenance and engineering, but the fact remains that they have more th more than a substantial perfentage in the lowest grades. Therefore, the materiality of getting the exact dollar amounts escapes me. I don't think it is material.

JUDGE MILLER: I see some materiality to it. I am going to direct that he answer the question. I will overrule my prior ruling.

A Well, I think if we just look at numbers, if you talk about six laborers in Grade 1 and six helpers in Grade 3 and 18 or so maintenance men in Grade 4, you are already talking about 30 of those people who are in these grades. That is 43 or 44 perdent.

Grade 5 may have another four or five, and then they--I would have to look at the records. I'm not certain as to the amounts. There may be more maintenance men in Grade 4 because, as I recall, the preponderance of the titles are maintenance men.

Q I think the question we are getting to is, would you tell us what the monetary amounts are for these various--grade 1 as compared to these higher grades?

A Well, a Grade 1 starts at a hundred and eighty a week and goes up to, I believe, $201.

Q For example, step increases by seniority?

A Yes. It is a range of salaries, step increases within that range. A Grade 2 might start in at a hundred and ninety, and go up to about $212, someting of that nature.

Grade 3 might start at $200.

Grade 4, I think, starts at $207.

You have about twenty or twenty-two dollars ranges on top of that.

Q How much would a, let's say, a six or seven or an eight, what would they be making?

A Well, let's say 4 is $207. 5 is probably about $217 or $218. At the bottom. About 20 or 23 dollars more at the top.

6 would be about $227 then, $230. And $20 to $25 additional at the top.

JUDGE MILLER: It follows that same pattern?

THE WITNESS: Yes. That pattern give or take a couple of dollars either way.

Now I should point out there are a number of people in these grades who for other reasons receive moneys on top of that for individual circumstances, but these are the appropriate ranges.

Q For example, would the boiler mechanics, isn't in fact the lowest salary of the boiler mechanics $285 a week?

A There are only two boiler mechanics. Okay. And we have a number of people in the Maintenance Department who are paid above grade. According to our salary class structure, we have a formalized job evaluation system where a job is classified based on certain specifications.

This evaluation system applies to everyone. They are red-circled, if you are familiar with wage classifications, we have certain ranges established. People may have been given increments in the past to bring them above the top of the range, and in situations where you have a classification where they have one or two people, it may very well be that that one person is above that range.

What that means is that person would not be entitled to any further merit increments and may have received less in the past, generally across the board wage increases we have given in order to bring that person more into line.

MR. FRIEDMAN: Could I have just one second?

(Pause in the proceedings.)

THE WITNESS: Could I add something to that last answer, and that is in a situation you may have cited where $285 a week might indeed be the salary of the current boiler mechanic, I can say with absolute authority if that person were to leave and we were to hire someone to replace that individual, they would be hired within the proper classification 6 range because that is the purpose of the classification.

Individuals for various and sundry reasons are paid above range. We don't take the position that we want to cut salaries for employer relations point of view. But through attrition we attempt to bring the jobs more into line.

There are some maintenance men, for instance, who may have above the top, but maintenance men we have recently hired were hired within the classification S04 range.

Q What would be the housekeeping supervisor's scale position?

A 4.

Q You said 4 in the maintenance--the maintenance department would be what?

A The maintenance man classification.

MR. FRIEDMAN: I have no further questions.

JUDGE MILLER: Mr. Kilhenny?

MR. KILHENNY: No.

JUDGE MILLER: Anything further?

MR. HEYERT: Yes.

REDIRECT EXAMINATION

Q (By Mr. Heyert) Does or does not the policy of paying people over ranges in certain cases exist only in maintenance and engineering or elsewhere as well?

A No. We have about 45 people in the hospital who are pa above range in various departments, medical records, laboratory, inhalation therapy and other departments.

Q When did the hospital introduce its dental plan?

A February of 1975.

Q When did the hospital introduce its prescription drug plan?

A March of 1975.

PA? Q When did the hospitalintroduce its paid paternity leave benefits?

A That's been in effect ever since I have been there, and I think it has been in effect since 1962, at least.

Q When did the hospital introduce its paid marriage leave?

A Again it is at least since 1965 and I believe 1962, if not earlier.

Q Who is Camacho? Who are the Camachos?

A There are two Camachos and they are both named Luis, and we have had problems with identification. One works in the Maintenance Department and one did or is currently working in the Housekeeping Department.

Q What does the worker who works in the Maintenance Department do?

A I believe he is a maintenance man or helper.

Q All right.

A Excuse me, wait a minute. He is a clerk in the warehouse. There are three clerks, inventory clerks, and Camacho is one of them.

MR. HEYERT: Nothing else.

JUDGE MILLER: I have one or two questions, sir.

EXAMINATION

Q (By Judge Miller) You said that there are about 70 employees in the Engineering Department now.

Does that include the supervisors in that department?

A No, it does not.

Q Okay. Going back to the question of discipline an d the progressive discipline that you described, could someone outside the Engineering-Maintenance Department, say for example, a head nurse, issue a formal warning, a written warning to someone in the Maintenance Department or for that matter for someone in any other department, other than nursing?

A That is entirely possible. They may not sign the document itself, but they certainly would effectively recommend it. If they were privy to the situation, if something happened on the floor, and there happened to be another supervisor around--as a matter of fact, Mrs. Burgess, instance, who may be a nurse, indicates you did so and so on this date, is a violation of hospital policy--then it would be directly indicated on the warning notice.

Q The person making the report would make it to the department head of the department for which the employee bein warned worked?

A That is correct.

Q Would that also apply to--strike that.

JUDGE MILLER: That's all I have.

Anything further?

(No response.)

JUDGE MILLER: Thank you.

You may step down.

(WITNESS EXCUSED)

MR. HEYERT: I have nothing else at this time, your Honor.

JUDGE MILLER: All right.

Mr. Friedman, do you have some rebuttal testimony?

MR. FRIEDMAN: Yes, your Honor.

I call Mr. Phillips.

JUDGE MILLER: Mr. Phillips, will you raise your right hand, please?

Whereupon,

FRANK PHILLIPS,

being first duly sworn by Judge Miller, was examined and testified on his oath as follows:

JUDGE MILLER: Be seated, please, and state and spell your full name for us.

THE WITNESS: Frank Phillips, F-r-a-n-k P-h-i-l-l-i-p-s.

DIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Phillips, by whom are you employed?

A Long Island College Hospital.

Q What is your job there?

A I'm the preventive maintenance man.

Q How long have you held that position--that job?

A Well, I have been at the hospital now for 11 years--

MR. HEYERT: Objection; not responsive.

MR. FRIEDMAN: I think, your Honor--

JUDGE MILLER: I will overrule the objection.

A I have been a painter, expeditor, preventive maintenance--I know at the moment I an dispatcher.

Q When did you first begin working for the hospithl, I'm sorry?

A September the 17, 1964.

Q What is your current rate of pay?

A I am $337 a week.

Q What are your duties, at the present time?

A At th e present moment, I am dispatcher. I dispatch the work to the maintenance men, you know, electricians and plumbers.

Q Where do you work?

A I work at the new building, Atlantic Avenue building.

Q In what particular area do you normally station yourself?

A Yes. I normally work in the cellar. We have maintenance shop--you can call it an office, you know.

Q How do you receive notice of jobs to be dispatched?

A The nursing supervisor or whoever calls from the floor and she gives me the work and I assign somebody to it.

Q How is the decision made on who to assign?

A Electrical problem, I send an electrician out.

Q Do you have anybody you know to be an electrician within your group?

A In my group, Mr. Tuckerman does only electrician.

Q What about, for example, plumbing?

A Mr. Torrest handles plumbing in my grou0.

Q How about painting?

A Painting we have Mr. Frank Fuentes, he has approximately seven or eight painters and Mr. Morrell is the paint supervisor.

Q Now, do you have any mason?

A Yes. We have a Mason Department.

Q How many people?

A We have three people who do masonry, Willie Robinson is masoner--I can't call him a supervisor. He would have to be a foreman.

And we have Mr. Halario, who is assistant, and then we have Medina who does work in Mr. Frank Fuento's office.

Q Have you-- In the course of your duties, have you ever been given an organizational chart of the Maintenance Department?

A Yes.

Q Who gave you that chart?

A Mr. Cregan.

Q And when did he give you that?

A I think he took over from Mr. Fein in 19--you know, approximately--'74 or a little earlier.

Q And when did he hand you that chart?

A He had a meeting with all of us, you know. We have a committee, and I am the Chairman of the Committee and we have different shops, so he handed us the organizational chart for the department.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's 4.

(Thereupon, the document referred to marked General Counsel's Exhibit 4 for identification.)

Q (By Mr. Friedman) I am showing you now this document marked General Counsel's Exhibit 4, and ask you if you have ever seen that before.

(Handing to witness.)

A Yes, I have seen this. Chief Engineer, Mr. W. Cregan, Mr. William Cregan--

MR. HEYERT: Object to the reading of the chart.

Q Did you ever see that before?

A Yes. Sorry.

Q You said that was-- Could you tell us what it is, sir?

A This is an organizational chart for the Engineering Department. E

Q When was that given to you?

A It is around 1974 or it could be a little earlier, you know. I'm not positive.

MR. FRIEDMAN: Your Honor, I would--

Q And you said it was given to you by--

A Mr. Cregan.

MR. FRIEDMAN: I would offer that as General Counsel's Exhibit 4.

MR. HEYERT: May I ask him d--e questions on voir dire?

JUDGE MILLER: Sure.

VOIR DIRE EXAMINATION

Q (By Mr. Heyert) Do you know who made up this chart?

A Mr. Cregan made it up.

Q Did you see him make it up?

A Yes, sir.

Q You saw him draw it?

A Yes, sir.

Q You saw him draw it?

A Yes, sir.

Q And when did that take place?

A That was in 1974. I cannot give you the exact date, but I know when he took over the department he made this chart for everyone of the departments.

Q You know where Mr. Halloran's job is shown there?

A Mr. Halloran has been hired only three months, I'm sorry, sir. He just came in.

Q At the time this chart was made?

A Mr. Halloran was only hired three months now.

Q I'm asking you whether Mr. Halloran's job shows on this chart.

A I said no, because Mr. Halloran is only hired now. In other words, Mr. Halloran, manager for the new building, was only three months in the job right now. He was not there at the moment.

Q Is Mr. Major's job shown on this chart?

A No, sir. That's a new job also.

Q Does your job show on this chart?

A Yes, sir. You see where it says P.M., right in the orner right there under Mr. Baczyk, that is preventive maintenance.

Q Yuur job is not the dispatcher shown on the chart?

A Well, he put me as a dispatcher in the new building. There has been changes made when, you know, some of the people like Majors came afterwards.

Q There are changes?

A Yes; a couple of changes.

Q So with-- So this is not entirely accurate, is it?

A This is accurate as of now I know of. He has not shown me any new charts.

Q You say there are changes that exist now that are not shown on this chart?

A Yes, sir.

MR. HEYERT: I object to it on the ground it does not accurately reflect the organization, your Honor.

MR. FRIEDMAN: Your Honor, it is meant to show that at a certain point of time, which seems to be after the date that was -- that certain job classifications were eliminated, that in fact a supervisor drew up a chart showing those titles.

JUDGE MILLER: May I see it, please?

(Witness handing to Judge Miller.)

JUDGE MILLER: Over on the lower right-hand side there appears to be something pencilled in and then I am not sure if it was erased or not erased, it says, "King."

Is that intended to be part of this exhibit or not?

THE WITNESS: I could explain that, sir.

MR. FRIEDMAN: Your Honor, that probably would be best.

JUDGE MILLER: Please do.

What does that signify?

THE WITNESS: That will signify tile shop. At het time Mr. King was in there and when he made this chart, Mr. King got very upset that he left this shop particularly out of there, so that was pencilled in afterwards.

JUDGE MILLER: When was that pencilled in and by whom?

THE WITNESS: That was pencilled in by me, this chart.

JUDGE MILLER: That is the only thing on that chart that you put in.

THE WITNESS: Right, sir.

JUDGE MILLER: I will receive the document.

(Thereupon, the document previously marked General Counsel's Exhibit 4-[illegible] for identification, received in evidence.)

Q (By Mr. Friedman) Mr. Phillips, in the course of your duties, do you have occasion to go out and perform work in addition to dispatching?

A Yes, sir.

Q What sort of work do you perform?

A I belive the preventive maintenance man ad I do work for the O.R. floors,which is more or less more static electricity--

JUDGE MILLER: Slower, please.

A All our floors has to be conducted so, you know, every--twice a month I suppose to make inspection of floors, make sure they are static free so they have no problem with the oxygen system or the floors remain conducting operations.

Q What sort of work is involved in making these tests?

A You have conducting machines, and you go to the OR and you put on a green suit, like a doctor, in the OR you have to be green suited--

JUDGE MILLER: You don't have to explain it, Mr. Phillips.

THE WITNESS: Okay.

A And you took your tests.

Q Do you ever perform any actual repair work?

A Yes, I do.

Q What sort of work?

A I repair the Gumco machines. G-u-m-c-o.

Q Which is what?

A This is like lifesaving equipment machine, you know, or respiratory probfems for the patients. I repair those.

Q Do you ever do any work on the building itself, you know, aspects of the building such as light, locks, et cetera?

A No.

Q During the course of any of your work, do you have occasion to work with membrs of the housekeeping staff?

A No.

Q Do you have any contact with them at all?

A Yes, I do; we fix the buffing machines for them; we fix different machines for them.

Q Where would you actually fix the machines?

A They would bring the machine to the shop and we in turn would have the electrician, if it is an electrical probl take care of it.

Q Do you ever operate the buffing machines?

A No.

Q Mr. Phillips, several job positions were put into evidence. I call yuur attention to Respondent's Exhibits 9, 8 and 10.

Have you ever seen any of those documents before?

(Handing to witness)

A (Examining) No, sir.

Q Do you know where the bulletin board is by the tim clock?

A Yes. Everybody knows where the bulletin board is.

Q Do you look at that bulletin board?

A Yes, sir.

Q Do you have occasion to see job positions at all on that bulletin board?

A I seen in the 11 years I have been there maybe once or twice.

Q Do you recall, for example, when the last time you saw one was?

A I think there was one there about two or three months ago.

Q Did it mention any jobs involving your department?

A No; no, sir.

Q In addition to the work that you described, what sort of other work do you get involved in dispatching people to handle?

A Well, you know, we have beds that are broken, you know , cranks, or we have light bulbs that are out, maybe a breaker of, there may be a toaster burned out, several different things, and I dispatch everybody from the electrician in my job to the laborer, who sometimes plunges a toilet.

Q About how many people in the area from which you can dispatch people?

A About 11.

Q Prior to your beginning employment with the hospital, did you have any technical training or background, sir?

A Yes, I came from the Air Force. I was on-the-job training instructor for supplies.

Q What kind of work did that entail, just roughly?

A That entailed material and handling, inventory and inspection, you know, supply work, distribution and marketing.

Q Did it involve any repair work?

A No, no. But I was hired as a painter, excuse me.

MR. FRIEDMAN: I have no further questions, your Honor.

JUDGE MILLER: You may cross examine.

MR. HEYERT: May I have a brief recess before I begin, please?

JUDGE MILLER: Sure. Let us take five minutes now.

(Whereupon, a short recess was taken.)

JUDGE MILLER: Back on the record.

MR. FRIEDMAN: I did have a few more questions.

JUDGE MILLER: All right.

FURTHER DIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Phillips, during the course of your employment, have you ever become aware of any committee composed of employees in the Engineering Department?

A Yes, sir.

MR. HEYERT: Objection. There is no allegation in the complaint that there was anything about a committee.

JUDGE MILLER: You raised it, I think-- No, I'm sorry.

MR. HEYERT: No, I did not. It came out in cross.

MR. FRIEDMAN. We are not alleging an 8(2). I will stipulate there is no 8(2) alleged. This does go to the question of the appropriateness of the bargaining unit composed of employees in this department.

JUDGE MILLER: I will overrule the objection. Proceed.

Q Are you aware of such a committee?

A Yes, sir.

Q Could you tell us the composition of the committee and about when it was formed?

A It was in 1970 it was formed. I think it was November, I suppose. And with the permission of Mr. Fein.

Q Who is Mr. Fein, at th at point?

A He was the Director of Engineering at the time.

Q And do you hold any position with regard to that committee?

A I'm the Chairman of the Committee.

Q. What is the function of the committee?

A The function of the committee is the--to hear grievances by the employees and take them up with the supervisor in charge of the departments, in engineering.

MR. FRIEDMAN: I would ask to have this marked as General Counsel's Exhibit 5.

(Thereupon, the document referred to marked General Counsel's Exhibit 5 for identification.)

Q (By Mr. Friedman) Mr. Phillips, I would show you a document marked General Counsel's Exhibit 5, and ask you if you can identify that.

(Handing.)

A Yes.

Q Could you tell us what that is?

MR. HEYERT: I object to proceeding without my copy of the document so that I can properly follow the testimony. I believe the Board's rules--I did not bring it with me--but I believe the Board's rules require copies to be made of documents being offered. And I am not just objecting for the fun of it, but it would help me immensely to follow the testimony if I had a copy of the document.

THE WITNESS: I have another copy. I have several if you need it, sir.

JUDGE MILLER: You procure an additional copy for Mr. Heyert.

Q (By Mr. Friedman) Can you tell us what that document is, Mr. Phillips?

A This document is on behalf of the whole engineering at the time we had problems and we formed this committee, the five committeemen and one chairman, to hear grievances and the problems of all the engineering personnel.

Q And whose signature is on that document?

A Mine and Mr. Fein's.

Q And has that committee continued to meet with--

A Yes.

Q Who would they meet with now?

A Well, we meet with Mr. Cregan if we have problems. But I think the last time we met with Mr. Cregan was a couple of months ago.

MR. FRIEDMAN: Your Honor, I would--

Q Are you familiar with the approximate date of that document?

A This is probably around 1970, I said, around November of 1970. I have one of those--one of the meetings here with the date more or less before it happened.

MR. HEYERT: 1970?

THE WITNESS: 1970 it was, yes.

MR. FRIEDMAN: I would offer that as General Counsel's Exhibit 5, your Honor.

MR. HEYERT: No objection.

JUDGE MILLER: Received.

(Thereupon, the document previously marked General Counsel's Exhibit 5 for identification, received in evidence.)

Q (By Mr. Friedman) Mr. Phillips, that refers to the us of the word "charter" in this document. Is there any charter, as such?

A Well, the charter is more or less that document itself. In other words, you know, if we have problems more or less--let's say, for instance, George is a plumber, he comes to me wit- his problem, I in turn take it up with the committeemen and we meet with Mr. Cregan right now--

JUDGE MILLER: That's not responsive. I am going to cut you off.

THE WITNESS: Okay.

Q Mr. Phillips, in the course of your years in the department, have there been any changes in your duties?

A At the moment?

Q Well, since you have been in the department, with the exception of actually changing jobs, have there been any changes in the duties of your specific jobs?

A It is hard to answer that because I have preventive maintenance at the moment and I am doing the same thing I did four years ago as preventive maintenance.

Q This job you held before that was what?

A Expeditor.

Q What did that job entail?

A. I ordered material and took material up for the Engineering Department more or less.

Q In the period of time that you have been in the Maintenance Department, has there--

JUDGE MILLER: Mr. Phillips, could you spit out the bum, it will make it easier to understand you.

(Witness complies.)

JUDGE MILLER: Thank you.

Q Has there been any changes in the type of work performed by the members of the maintenance or engineering departments?

A No.

MR. HEYERT: Objection. The question is not specific enough to get an answer.

THE WITNESS: No.

MR. HEYERT: To get a satisfactory answer.

JUDGE MILLER: Overruled.

A No. It hasn't been a change.

Q How many-- Withdraw that.

Have there been any changes, to your knowledge, in the various job titles of the people within the department?

A Well, we have plumbing, like I said, and we have painters, maintenance men, air conditioning mechanics and so forth. The changes took place, I say, in 1974 when the union had to negotiate more or less with the hospital. They changed it to lead maintenance man and they changed it to maintenance man and laborers and so forth. But that's the only changes that I have known of.

MR. FRIEDMAN: I have no further questions.

JUDGE MILLER: Now you may cross examine.

CROSS REBUTTAL EXAMINATION

Q(By Mr. Heyert) When were you first hired?

A September the 17, 1964.

Q December?

A September.

Q September?

A September.

Q And you say you worked-- your work is the same now as it was four years ago; is that correct?

A Preventive maintenance.

Q Do you buy anything for the hospital now?

A No.

Q Did you buy anything for the hospital four years ago? You said you did.

AYes.

Q So your work has changed, you don't buy anything--

A Preventive maintenance, at the time I was telling him I was expeditor when I used to buy everything.

Q As the expeditor you were responsible for buying things and getting them in there on time, were you not, sir?

A Yes.

Q You don't do that work any more now, do you?

A One occasion I did for Mr. Fein last year.

Q That was last year?

A Yes.

Q Was it a regular part of your job four years ago to do that sort of work?

A Four years ago, yes, it was the regular part.

Q There is no expeditor any more in the maintenance and engineering area, is there?

A No.

Q Most of your time is spent on the telephone, right, taking orders for work?

A Yes, sir.

Q And you said you went to the operating room to do a conductivity test every other week?

A Every two weeks or once a month.

Q Once a month?

A Every two weeks; yes.

Q Is it every two weeks?

A You know. I'm supposed to do it every two months but Mr. Cregan, who is the Director of Engineering said now to do it once a month, since I am the dispatcher more or less in the new building.

Q I did not ask y9u what Mr. Cregan said. I am asking you how often you do this conductivity test.

A Once a month.

Q How often do you repair the gumco machines?

A Every day.

Q Where is your time clock?

A It's in--Pacific side of Henry Street. Now where the entrace is on--Pacific entrance.

Q Is it near the emergency room entrance?

A No.

Q Do y9u use a time clock that other employees from other areas in maintenance use?

A Yes; same time clock.

Q Do you know/of any bulletin boards by that time clock?

A There is a bulletin board there; right.

Q You have never seen jobs posted on that bulletin board?

A I have seen maybe two jobs in all the 12 years or 11 years and a half I have been there.

Q You have never seen the sheets such as Respondent's Exhibit 8, a copy of which I am now showing to you, never seen any sheet that looked like that (handing)?

MR. FRIEDMAN: Your Honor, I will object.

JUDGE MILLER: Overruled.

A Two like this in the 11 1/2 years since I have been there.

Q Now, you say you work with 11 people?

A Approximately, yes.

Q And you realize that there are other people in maintenance and engineering who also do repairs besides those 11?

A We have different departments in the Maintenance Department.

Q And you have nothing to do with them, do you?

A Yes. Well, yes and no, you know. Depends on how you want to phrase that, sir.

Q In terms of dispatching work to them.

A No.

Q You know when the Atlantic Avenue building opened?

A In fact I should know because I was one of the ones who checked all the rooms. Either August or September of 1974; within that time.

Q Do you know Mr. Torrest.

A Torrest?

Q Yes.

A Is he the--our plumber.

Q He is the one you referred to as--

A Yes. He is the plumber in the Atlantic Avenue building.

Q Do you know when Mr. Torres~~t~~ started to do the work that he now does?

A He has been doing it now for about two years.

Q Just about the time the Atlantic Avenue Building opened; correct?

A More or less.

Q Was he employed before then, do you know?

A Yes. Ye used to work for Frank Fuentes.

Q He worked for Frank Fuentes?

A Yes.

Q He did not do any plumbing work then?

A Yes, he did plumbing work for--

Q Do you know what kind of work he did for Frank Fuentes?

A Plumbing function.

Q I thought you told me he didn't do plumbing work for Frank.

A Two years ago he did plumbing work for Frank Fuentes. He is working there five years, going on six.

Q What is a Gumco machine?

A A Gumco machine is an aspirator for the breathing purposes of a sick person like asthma, who cannot breathe, it helps him more or less--it pulls the secretion in the stomach out. That's the best of my knowledge, too, you know. I'm not a doctor.

Q And you repair those machines?

A Yes, sir.

Q How long were you in the United States Air Force?

A Th ree years and eight memths, sir.

Q And you were in the supply corps of the Air Force?

A Yes, I was in the Supply Department.

Q You did not repair any Gumco machines?

A No, sir.

Q Did you do any conductivity testing in operating rooms for the Air Force?

A We do a little preventive maintenance and bearings and so forth.

Q That was not my question.

A No, sir.

Q ± Where did you learn how to do conductivity tests?

A In the hospital.

Q You were taught right on the job?

A OJT, right.

Q And similarly someone in the hospital taught you how to repair a Gumco machine, right?

A Yes, sir.

Q Speaking of Gumco machines, who uses them at the hospital, assuming they are working?

A You could use it if you were sick. In other words, if you had a breathing problem, it will help you. And any patient therefore in the ICU or OR, CCU, they use them all over--people--in breathing problems. It's an aspirator.

Q Mr. Phillips, I apologize to you, my question was not clear.

What I meant was, what hospital employees use the Gumco machines?

A Central supply.

Q Who attaches it to the patient?

A That would be the nurse.

Q You have a respiratory therapy group in the hospital, ifyou know?

A We have an inhalation therapy group.

Q Inhalation therapy?

A Yes.

Q Don't they have something to do with the operation of a Gumco machine, hooking it up to patients?

A No.

Q Just nurses?

A Nurses that I know.

Q Nursing assistants help them?

A Nurses' assistants maybe, but you are talking inhalation and Gumco is two different things.

Q All right.

A Okay.

Q My mistake.

A Good.

Q Let's talk about the Gumco machine.

A Good.

Q As far as you know you fix it, right?

A I'm the only one who fixes.

Q You are the only one who fixes it?

A Yes, sir.

Q Central supply cleans it up from time to time?

A Right.

Q And nurses and nursing assistants use it in working with the patients?

A Yes.

Q How often do you clean the Gumco?

THE WITNESS: How often do I repair them, sir?

Q Excuse me. How oftendo you repair them?

A Everyday.

Q When you are repairing it, do you do anything else with it? Do you clean it?

A No.

Q Never clean it?

A Never cleans it.

Q Just repair it?

A Yes.

Q It could be filthy, you never clean it off?

A No, sir.

Q All right.

A Central Supply does that.

Q Where do you repair the Gumco machine?

A In my office-- I could say shop. It's in the cellar of the new building, Atlantic Avenue Building.

Q Does someone bring the machine to you?

A Yes.

Q Who does?

A One of the central supply men.

Q Brings it on a truck, a hand truck?

A Evidently you must be very--

Q Very naive--

JUDGE MILLER: Let's not get this crosstalk between counsel and the witness.

(To witness) Just answer his question.

A (Continuing) It's a small machine, sir. And it has wheels and they roll it over the bridge.

Q Central Supply personnel rolls it to you; correct, sir?

A Yes, sir.

Q Do you know the classification of the central supply person who rolls it to you?

A He would more or less be a service, I suppose, a service worker.

Q Do you know what he is called, his title, like you are a preventive maintenance man; what is he called?

A I suppose he would be called central supply man. I'm not sure.,

Q Who calls you on the telephone to give you work orders?

A It would be anybody, from nursing supervisor to housekeeping supervisor to anyone who is in the Atlantic Avenue building; supervisor, could be physical therapist supervisor; any one of them.

Q You get calls from physical therapists?

A Yes, sir.

Q Do you get calls from Central Supply?

A No, sir.

Q. Do you get calls from nursing personnel?

A I-- Yes, nursing personnel. I get calls from Central Supply to fix a machine, but not calls--I will get calls from Central Supply to fix a machine. They will say they are sending a machine down and will you hurry up because we don't have enough machines to go around.

Q And you get calls from nursing personnel; correct?

A Yes.

Q You get calls from nursing assistants?

A Yes, sir.

Q Who calls you from Central Supply?

A It could be Miss Small, Miss Hines.

Q Who is Miss Small?

A In charge of the department.

Q Who is Miss Hines?

A A supervisor.

Q Anybody else call you from there?

A Another supervisor, I can't remember her name at the moment.

Q Did you get any calls from Dietary?

A Yes, sir.

Q Asking-- Telling you of work that must be done; correct?

A Yes, sir.

Q Do you get any calls from the Laundry Department?

A Laundry Department; no, sir.

Q What kind of calls do you get from dietary? What kind of work?

A Mr. Lee and Mr. Carter, who is the supervisor, Let's say they have a leak--we have a problem with a floor in the new building so there might be a leak, I will send a plumber to fix it. In turn, there may be a toaster out and the electrician will fix it, or several things, you know, deep fryer might not be connecting. So many things. Tile could be loose.'

Q And the employees go up to the Dietary Department?

A I send them to the Dietary Department to fix it; yes.

Q They don't do it right by you, they do it outside--

A Yes, sir.

Q Wasn't-- When did Halloran get to be employed?

A He came in around December of 1975.

Q And he is--

A He is at the moment my--

Q Superior?

A I have another guy there who is ahead of me by the name of Mr. Howard Majors. Plant manager, order supervisor.

Q Did you have anything to do with the move into the Atlantic Avenue building?

A Well, I check the rooms out for the, you know, the grounding of the outlets and so forth, because this also comes under preventive maintenance.

Q You say your title is preventive maintenance supervisor?

A Man.

Q Man. Okay.

Who is the preventive maintenance man before yo

A Well, originally there was a man by the name of Camacho who did--

Q Who was the preventive man before you? Was it Camacho?

A He was the man before me; right.

Q And he did exactly the same kind of work you are doing?

A More or less; yes. Not the same.

Q Not the same?

A Not the same; no.

Q Isn't it a fact that the work you are doing now came into being once the opening of the Atlantic Avenue building--

A Well, I say this: Mr. Cregan said to me, you know, "You will do"--

Q Just answer my question.

MR. FRIEDMAN: Your Honor, I think the witness was answering.

JUDGE MILLER: No. Just answer the question.

THE WITNESS: Couldyou repeat that, please, sir?

Q Isn't it a fact that the work you are doing now came into being with the opening of the Atlantic Avenue building?

A Yes, sir.

MR. HEYERT: Nothing else.

JUDGE MILLER: Mr. Friedman, any more questions?

MR. FRIEDMAN: Yes.

REDIRECT EXAMINATION

Q (By Mr. Friedman) Mr. Phillips, you mentioned the--that there is no expeditor anymore.

A No, sir.

Q Who does it--or does somebody do the work that was done by the expeditor?

A Mr. Schaefer does that.

Q What is his job?

A He goes and picks up motors and different things. He is considered a clerk, but he is the one who does all the bringing up of motors to be repaired and so forth.

Q Now, with reference to the last question about your work, which parts of your work came into being with the new building?

A The dispatching work.

Q From the-- Before you went to work in the new building, did--how was dispatching handled?

A Well, Frank Fuentes more or less, you know, his group handled a lot of the dispatching work. And then you had Georgio Lopez, who is the plumbing group, handles some of that work. I more or less made up those sheets. I made those--the same sheets that you see there, the exhibit, I made them out, filled them out at the end of themonth also. That's part of my work, at that time.

JUDGE MILLER: Let's make it clear what sheets he is referring to.

Is that the maintenance log?

Q You are referring to--first of all, any of these sheets--

MR. HEYERT: Would you identify the sheets--

MR. FRIEDMAN: I am about this.

THE WITNESS: This is the maintenance log sheet.

JUDGE MILLER: Is that--

THE WITNESS: I'm talking about the other sheets, the one that goes with that. There's a sheet that goes with those numbers, sir.

Q The sheet that was attached to the F-100 form, that was General Counsel's Exhibit 3.

A I still make them out, by the way, sir.

Q That would be General Counsel's Exhibit No. 3?

A Right.

MR. FRIEDMAN: I have no further questions, your HOnor.

JUDGE MILLER: I want to see if I can straighten something out in my own mind.

EXAMINATION

Q (By Judge Miller) You have someone in the group-- let's go back-- You have a group of employees to whom you dispatch the work as these orders come in?

A Yes.

Q Within this group you have someone who you have referred to as a plumber?

A Right.

Q Who is that?

A Torres Jose. T-o-r-r-e-s J-o-s-e, apostrophe.

Q You have somebody who you call an electrician?

A Yes. Mr. Tuckerman.

Q And someone else or a group of people who you refer to as masons?

A Well, in my--we have masons by the name of Willia Robinson, is a mason, but he works for the construction group. That's another group again.

Q And you have some people who are painters.

A We have painters; right, sir.

Q Starting with the painters, if--is there ever a time when there is no painting work to be done within that particular building for which you dispatch?

A Never.

Q Is there ever a time that not all of the people who are painters are busy painting?

A Never. In fact you have help.

Q Who helps them if they need more painters than they have?

A Mr. Fuentes more or less is in charge of the painters and he would haul somebody from the labor group to help the painters paint.

Q All right.

In terms of the plumber; is there ever a time when there isn't an immediate plumbing task to be done by the plumber?

A In my group, yes, but the original plumber, who is Mr. Jorge Lopez, that's all he does is plumbing.

Q What about Mr. Torres?

A Mr. Torres sometimes would plunge a toilet, he will also fix a bed.

Q Would he-- If somebody was needed to run up and replace a light bulb, might Mr. Torres do that?

A Yes.

Q What about the electrician, Mr. Tuckerman?

A He only does electricity.

Q Is there ever any time when there isn't electrical work for him to be doing?

A No.

Q He is always busy?

A Always busy. He fixes the calls systems.

Q Is there ever a time when there is too much work for him and you need somebody else to help him out?

A Yes, sir.

Q Who would you use to help him out?

A We use one of the laborers to help him.

JUDGE MILLER: Did I raise any questions for anyone else?

MR. HEYERT: Yes.

RECROSS EXAMINATION

Q (By Mr. Heyert) When you were expeditor,you did some ordering of materials?

A Yes, sir.

Q Schaefer does not do that, does he?

A No, sir. Camachos does that.

Q Do you work with Fuentes?

A No, sir.

Q Fuentes is in a different building than you are?

A He is the other maintenance group. I'm in one maintenance group, he's the other.

Q My question was: Fuentes is in a different building than you are, correct?

A Yes, he is.

Q So you really don't know who does the painting work, do you?

A Oh, yes, I do, sir.

Q You said in the office, except when you--you sit in the office excqt when you go out to do conductivity testing, sir.

A I'm the Committee Chairman for all these people, so you know very well I would know all these things.

Q You know because they toldyou; is that right?

A Because I see the work. The painting in my building.

We don't have painters in my building. Painters come from his building to mine to paint.

Q What I'm saying to you, Mr. Phillips, is when they arenot painting in your room, you don't know what they are doing, do you?

A No, sir.

Q Take a look at these. I am showing you Respondent's Exhibit 6. Will you look at those? Do you prepare those (handing)?

A Yes, sir.

Q Would you look at each sheet?

A These are wrong because they are supposed to have a F-100 on there.

Q Just look at the sheet.

A You want me to look at every sheet?

Q Look at every sheet and tell me if you prepared each of those sheets.

Try and keep them in the same order, if you would.

A Okay. This one I didnot prepare.

This is Mr.--this is--that's my writing but Mr. Gonzalez prepared this one.

JUDGE MILLER: You will have to speak up a little bit louder so the reporter can get it.

A (Continuing) Mr. Gonzales prepared this one. He is the night man. Mr. Gonzales did this one also. These are my writing. In other words, I go over these things for them, for the cost. What I am saying to you, these people make these sheets out and I prepare them and file them away every month. This is Lou Tuckerman did this one, but then I'm the one fill out the figures, so I prepare them.

Mr. Tuckerman, Mr. Hector Rivera prepared this one.

Q So you do not prepare the sheets, do you?

A I do.

Q You just write in the numbers?

A I write in the numbers and they more or less make them out.

Q What are you referring to when you told me about numbers?

Look at that sheet.

A The price, 688.

Q You are referring to the number written on the line called "Labor" under the box called "Internal Summary"?

A Right.

And I put the name sometimes or the 833, or sometime the date.

Q The 833 you are referring to is something--

A Cost center number, right.

Q So when the calls come in on the telephone, whoever nswers the phone fills out the maintenance job sheet; isn't that right? Except for the cost--

A F-100, when you say "maintenance job sheet," there is an F-100, and this is the job sheet. Okay.

Q Mr. Phillips, the only maintenance job sheet I am talking about and asking you these questions, are the ones that form a part of Respondent's Exhibit 6, all of which are before you. And they are all the same, aren't they, sir; the same form?

A Yes, sir.

Q You don't fill out all of each of these sheets?

A No, not all.

Q Indeed the only thing you fill out all the time is the labor cost item?

A I fill out the sheets sometimes because some of the guys cannot make it out themselves, I do it for them.

Q But they take the orders and write down what has to be done?

A No. I take the orders and write down.

You still don't understand. There's an F-100 missing here that I make it out and give the man, and he in turn comes and puts it in and--in other words, you know, I give him the F-100, right, and he in turn takes it up to the floor, does the job, and then I in turn--

Q I am showing you General Counsel's Exhibit 3. That has two parts to it, does it not?

A Right, sir.

Q The larger part, 8 1/2 by 11 inch sheet, is the same form as respondent's--the sheets on Respondent's Exhibit 6, which I just showed you. Isn't that so?

A Yes.

Q Now, Mr. Phillips, were you saying that the smaller sheet on General Counsel's Exhibit 3, which is pink, is the one that Mr.--that the other people fill out?

A I fill this out.

Q The pink sheet--

A It doesn't have to be pink. It could be yellow; it could be whige.

Q The smaller sheet?

A I fill it out, give it to the man. When he comes he puts in some of the stuff in here and I more or less--

JUDGE MILLER: Slow down, Mr. Phillips, and rather than saying you put it here and you put it there, you are going to have to be very explicit because when we read the record we are going to have to know what you are talking about.

THE WITNESS: The F-100, I make it out whatever it goes.

Q The F-100 is the smaller sheet?

A Right. In turn, when the man completes his job he comes and fills what he did here, what part he uses, and I put the cost center number, the price, and then he signs this.

Q Does the man, after he has done the job, fill in the box on the larger sheet headed up "Repair Order, Lab Instructions"?

A He is supposed to fill out everything, but he usually doesn't do it, so you have to check with the parts, vice versa, and make sure it is completed, and then I file it away.

Q What does the man who performs the work fill out on the larger sheet?

A He puts his name.

Q Where?

A Iput the name--he should put his name.

Q He should, but you usually do it?

A I usually put his name; right.

Q What else does he put?

A He puts the date.

Q Where does he put the date?

A Right here, date started; date completed. Over here he's supposed to put what he did, more or less. Sometimes he forgets to do it or it is not filled out properly, I would.

Q When he does not do it, do you fill it out?

A Yes, sir.

Q Anything you want you put in the box; is that right?

A Not anything.

MR. FRIEDMAN: Your Honor, I would object to the relevancy of this continued line as to who fils out wich individual line in every case on this particular sheet.

I don't see what it has to do with the case at all.

MR. HEYERT: I think it has a great deal to do with Mr. Phillips' duties, (a) and with Mr. Phillips' credibility, (b) and that's why I am asking it to him on cross examination. I don't understand his story clearly with respect to what he does most of the time, according to his own testimony. And I think we are entitled to know that.

MR. FRIEDMAN: I thik it is sufficiently established by the testimony in the last sentence that--

JUDGE MILLER: I am going to allow him to continue. I don't see it having a great deal of weight on the case, but I will allow you to continue.

Q (By Mr. Heyert) All right. What do you fill in on th larger sheet, you were telling us?

A The labor, the parts, the price of the parts, I would put the man's name, sometimes he would forget a location, I would put it for him. And then more or less he is supposed to put here what he done.

Q Referring to the mechanic reports?

A Mechanics' reports.

JUDGE MILLER: Slow down.

THE WITNESS: If it is a bed crank, I would put bed crank. If it is a

Q Do you put that in before he does the work or after he does the work?

A After he does the work.

Q After he does the work?

A Yes.

Q But often the man forgets to fill out the box called "Repair Order Labor Instructions and Mechanic--

A Even here, mechanic reports, most time he forget, and I would have to remind him to sign the report.

Q Did you fill it out?

A No. I would put here like a bed crank, and he in turn have to fill this out and sign it.

Q When you say "fill this out"--

A Mechanic report, sir.

Q I thought you just told me th at sometimes they don't fill out the mechanic's report.

A Sometimes they don't and sometimes they do.

Q When they don't you fill it out?

A No, sir; he does it himself.

Q I am showing you a maintenance job sheet which is part of Respondent's Exhibit 6, bearingthe date 2/4/76 in two places, and I ask you who filled out the words "call light," in the repair order "labor instructions" box.

A I did.

Q And it is signed by--

A Ramon Rivera.

Q And there is nothing in the mechanic report box, is there?

A Yes, sir.

Q So neither you nor Rivera fill--

A Sometimes he forget, you know, he's human.

Q You don't work for Mr. Fuentes, do you?

A No, sir.

MR. HEYERT: Nothing else.

MR. FRIEDMAN: I have nothing, your Honor.

JUDGE MILLER: Thank you, Mr. Phillips. You are excused.

(WITNESS EXCUSED)

JUDGE MILLER: Let's take five minutes.

(Whereupon, a short recess was taken.)

JUDGE MILLER: Back on the record.

Raise your right hand.

Whereupon,

JORGE LOPEZ

being first duly sworn by Judge Miller, was examined and testified, on his oath, as follows:

JUDGE MILLER: Please be seated.

State your full name and address for the record.

THE WITNESS: My name is Jorge Lopez.

DIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Lopez, by whom are you employed?

A Long Island College Hospital; 340 Henry Street.

Q And what is your job?

A I'm a plumber at the Long Island College.

Q How long have you been working at the hospital?

A Sixteen years and a half.

Q When were you first hired, what was your job?

A Incinerator man.

Q When did you become a plumber?

A Ten years ago.

Q What pay grade are you?

A $368 a week.

Q Do you know what grade that is?

A That's supposed to be a Grade 9, but they say now that it is Grade 7.

Q Who is your immediate superior?

A My supervisor, you mean?

Q Yes.

A Osyp Baczyk.

Q All right.

A We call him Charlie.

Q Where do you perform your work?

A In the hospital, around the hospital. In the--

Q Is there a particular area that you report to in the morning?

A To my shop, time clock first, and then to my shop.

Q And now where is your shop?

A It's 340 Henry Street, in the basement by the boilerroom.

Q And who else works out of that shop?

A I got a helper whose name is Monserrate Vasquez.

Q And who else is down there?

A In my shop, only me and him.

Q What other types of employees, without giving their names, what other employees would work down there, anybody?

A Yes. Boiler mechanics, firemen, engineers, and I believe what they call incinerator man.

Q Do you have lockers down there?

A I have a locker downstairs; yes.

Q Now, what do you wear when you are working?

A Same uniform that I have now, blue shirt and a blue pants.

Q Who else-- Does anybody else wear blue shirts and blue pants?

THE WITNESS: Where?

Q Who else would wear blue?

A The electricians, handymans, carpenters.

Q Do-- To your knowledge, do either employees wear, for example, wear green?

A Yes. Housekeeping Department, the porters.

Q And somebody wear yellow?

A The Dietary Department wear yellow, yes.

Q And I take it employees wear white also?

A Yes. The painters, they wear white, and doctors and nurses.

Q Now, how do you find out about jobs that you have to perform?

A My supervisor, Osyp Baczyk, he call me in the morning on phone and tell me the place where I have to meet him and there he will tell me what type of work I have to perform.

Q Exactly what type of work do you do?

A I do plumbing work like running lines for waste lines, water pipes for hot and cold, oxygen, suction, gas.

Q Do you ever have occasion to work on the oxygen lines?

A Yes, I do.

Q What sort of work on the oxygen lines?

A I repaired a leak, I run a line for the New York-- for the ICU, I did it no long ago, for pediatric in the new building, for the operation room.

Q Now, in the course of your work, if you need help, who would you have work with you?

A I have a helper, Monserrate Vasquez, he's with me all the time.

Q Do you ever have any of the porters work with you?

A No.

Q Other than the plumbing work, do you do any other type of maintenance work?

A If maintenance crew, they cannot handle a job, that is too big for the handyman or somebody, they cannot do it, they hand it over to my supervisor. My supervisor will give it to me.

Q Do you do work that involves electricity or carpentry, sir?

MR. HEYERT: He is leading the witness, your Honor.

A No.

MR. HEYERT: I refrained from objecting before but now we are getting into more material parts.

JUDGE MILLER: I am going to overrule your objection. I think it will expedite the testimony. There is some problem in getting questions and answers understood. I will allow it. I will note the leading nature of the questions.

Q (By Mr. Friedman) Do you ever have occasion to do electrical or carpentry work?

A No.

Q Now, in the time that you have been working as a plumber, have there been any changes in your duties as a plumber?

A No.

Q Calling your attention to Respondent's Exhibit 8, 9 and 10, I would ask you if you have ever seen those documents before (handing documents to witness).

I think some of those may be copies. I think those are the duplicates.

A I haven't seen none of these papers in any bulletin board or anyplace like that. I have seen something similar to that one but no fireman, not with the Spanish-speaking and things like this, like this one here, no. I have seen some others but not these ones.

Q When have you seen other ones like this?

A I seen other ones like that in the time clock, there is a bulletin board that they want to hire some people, professional people that work in the X-ray Department or work in the lab and some other places, but not this ones. I never seen them before.

Q About how many of those other notices have you seen? How often do you see them?

A I will say almost every year I see a couple of them.

Q When you are out working on your job in the hospital, do you ever have any contact with nurses?'

MR. HEYERT: Objection. The question is unclear.

JUDGE MILLER: I don't think so. Overruled. Proceed.

Q Do you have any contact with nurses?

A No.

Q Doyou ever talk to them or they talk to you?

A No.

Q Do you ever perform any work in areas where nurses are present?

A Yes.

Q Do you know do they ever say anything to you?

A They did say things to me but I don't pay no attention because they are not my supervisors.

Q Who gives you specific--who give you instructions on what to do?

A My supervisor.

Q Were you working at the hospital duringthe time of the election?

A Yes.

Q Did you vote in the election?

A Yes.

Q Were you in the Maintenance or Engineering Departments at that time?

A At that time I was supposed to be in the Maintenance Department; yes.

MR. FRIEDMAN: I have no further questions.

CROSS REBUTTAL EXAMINATION

Q (By Mr. Heyert) Mr. Lopez, do you recall installing any sinks in the hemodialysis area three weeks ago?

A Yes, I remember.

Q Do you remember the nurses telling you to stop it?

A Tell my helper, he did not tell me.

Q Told your helper to stop it?

A Yes.

Q Did your helper tell you?

A Yes.

Q You called Mr. Fein about it?

A I did not call Mr. Fein; no.

Q Your helper called Mr. Fein?

A No.

Q Nobody called Mr. Fein?

A Maybe the nurse; not me.

Q Maybe the nurse called Mr. Fein?

A Yes.

Q But they stopped you from doing it, did they not?

A No. I kept working until Mr. Fein came in.

Q And Mr. Fein made you stop?

A That's right.

Q But the nurses had asked you to stop; isn't that right?

A Asked me, but I did not stop.

Q You don't consider that contact with nurses?

MR. FREIDMAN: Your Honor, I will object.

A I don't see that contact with nurses because anybody would come close to me and talk to me, I just kept doing my work.

JUDGE MILLER: Overruled.

Q Describe the handyman jobs you do?

MR. FRIEDMAN: Your Honor, I object to that as rather--

A Now--

MR. FRIEDMAN: I would object to that. I don't know what the question means, describe the handyman jobs.

MR. HEYERT: The man testified on direct there are occasions when he does handyman jobs, that is why I am asking him on cross to describe the handyman jobs he doe

JUDGE MILLER: All right. I'll allow it.

THE WITNESS: What?

Q Describe the handyman jobs you do.

A I don't do any handyman work.

Q No.

You are doing plumbing work all the time?

A that's right.

Q Didn't you tell Mr. Friedman that there are occasions when you get told to do handyman jobs?

A I did not tell you that.

Q No.

JUDGE MILLER: You can talk to counsel but please keep your voice down, Mr. Phillips.

Q Now, do you do so-called plumbing work all the time?

A Yes.

Q And there never comes a time when you do anything other than what you regard as plumbing work?

A No. Plumbing work only.

Q I am showing you or you have before you Respondent's Exhibit 8 in evidence. And you say you have never seen that document; is that correct?

A That is correct.

Q You never saw that document before?

A That's correct.

Q But you have seen other documents in exactly the same format, haven't you?

A Right; yes.

Q And those documents are posted over the time clock, aren't they?

A By the time clock; yes.

Q And they are posted in other parts of the hospital too, aren't they? I'm not talking about this particular one, but others in the same format.

Do you know what "format" means?

A This form that they want to hire somebody and they put them in the time clock and somebody is interested or has either of these qualifications, he could apply to get this type of job.

Q Yes?

A Yes.

Q You see those around frequently, don't you?

A I seen some of them in the time clock but especially this one or this one or this one or this one I have never seen.

Q But you have seen others in the same form?

A In the same form; yes.

Q You don't pay too much attention to them, do you?

A Well, when it says here "fireman," I would have put a lot of attention because we have firemens in all departments that they are only--only now they putting them incinerator men, they are qualified for firemens.

Q My question was: You don't pay too much attention to those postings, do you?

A I go and punch time clock every day and see what they put it there and I haven't seen it.

Q With respect to the oxygen lines you ran, you have done that once?

A Onc e every time they do a new construction job, I do the oxygen.

Q You have done it once so far; is that c orrect?

A No, it is not once. It is every time it's a new job to be done, every time it's oxygen to be connected, I'm the one to do it.

Q That is connecting the lines?

A That's connecting the line, repair the gas, put in suction on the wall, oxygen on rhe wall.

Q Where are the lines?

A The lines are located in the ceiling and they come down into the wall, 64 inches from the floor, that's where we have to put the oxygen and vacuums, too, and gas, too.

Q What jobs are you talking about? Specifically?

A Job in the children medical in the new building, pediatrics.

Q Any others?

A Yes. On the fourth floor. Operation Room.

Q You started off as an incinerator man, didn't you?

A Yes, that's true.

Q And you learned how to be a plumber in the hospital; is that right?

A That's true.

Q Did you ever run a main oxygen valve?

A Yes.

Q Here?

Q Where?

A In the manifold room, at 340 Henry Street.

Q You have a plumbing license?

A No.

MR. HEYERT: That'a sll.

JUDGE MILLER: Anything further?

MR. FRIEDMAN: Just a minute.

(Pause.)

REDIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Lopez, with regard to a plumbing license, you have stated that you have no plumbing license?

A No.

Q Do you know a Mr. Tirano?

A Yes. He is the licensed plumber that covers the hospital, covers me for the work that I do at the Long Island College Hospital.

Q What sort of work?

A Like running new features, new bathrooms, modern oxygen, suction, whatever, everything that have to be done with the plumbing in the Long Island College Hospital.

MR. FRIEDMAN: I have no questions.

RECROSS REBUTTAL EXAMINATION

Q (By Mr. Heyert) You are the only one that does plumbing work at the hospital; right?

A No.

Q No.

Q Anybody else as a plumber besides you?

A Not that I know.

Q Just you?

A Just me.

MR. HEYERT: Nothing else.

Q (By Mr. Friedman) Mr. Lopez, do you know Mr. Torres?

A Yes.

Q where does he work?

A He works in the new building.

Q And what is his job?

A A plumber.

Q Do you work with him though?

A No.

Q With regard to--you have a shop that you report to?

A Yes.

Q A shop. Do you have any equipment in there?

A Yes.

Q What type of equipment do you have?

A I got--

MR. HEYERT: This is going afield of the cross, your Honor.

JUDGE MILLER: Overruled.

A I have threading machine that thread a pipe from one-eighth all the way up to six inches. I have a table with a vise for holding the pipe to make up the fittings. I have caulking tools. I have a set of torches. I have ladders. I got about four ladders of four feet, two ladders of six feet, two of eight feet, two of tne feet. I have a couple of vise.

JUDGE MILLER: Vise?

THE WITNESS: Yes.

A (Continuing) And wrenches, all tools, you know, for plumbing.

Q By "torches", do you mean you have acetylene torches?

A I got acetylen o torch for welding and melting.

MR. FRIEDMAN: I have no further questions.

JUDGE MILLER: Mr. Heyert?

Q (By Mr. Heyert) This is your own shop?

A Yes.

Q Do you use the ladders in the shop--

A In the sh op?

Q Yes.

A No. I use the ladders places where I'm going to work.

Q Do you work-- You work all around the hospital, sir, don't you?

A Yes.

Q Most of your time is spent outside of the shop, isn't it?

A That's true.

Q Do you ever stop toilets that are stopped up?

A No.

Q Never do that?

A Before, years ago, ten years ago when I was a handyman.

Q You were a handyman, too?

A Yes.

Q I thought you went from being an incinerator man to being a plumber.

A No.

Q You were a handyman.

How long were you a handyman?

A Three years, four years, something like that.

Q I am asking you right now, right now, Lopez, do you ever unplug a stopped up toilet?

A When I was a plumber--

Q Right now.

A Or a handyman?

Q I don't mean now. You are on the witness stand, but the last time you were on the floor, and within a month of that time, were you required to unstop a toilet?

A When I was a handyman; yes, I have to unstop toilets, yes.

JUDGE MILLER: I am not sure he understood your question.

MR. HEYERT: I thought my question was clear, your Honor.

Let me ask him again if you think I am being unclear.

JUDGE MILLER: I don't think you are being unclear. I think there is a language problem here.

MR. HEYERT: I am not asking you whether or not you have ever in your lifetime, career, at the Long Island College Hospital unstopped a stopped up toilet. That is not my question.

My question is, when was the last time you did that?

A Ten years ago.

Q You have not done it in ten years?

A No.

Q You never get called out when a toilet is clogged?

A No.

Q Do you ever get called out when a sink is clogged up?

A No.

Q Never do that.

MR. HEYERT: No other questions.

REDIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Lopez, who would do that kind of work with a clogged up sink or clogged up toilet?

A Usually a handyman do that type of work.

Q What would be the handyman?

A Handymans is the ones that are under Fuentes working out of the Dudley Building. They suppose to do a little electrical, carpenter and plumbing work.

Q Do they have another job title, is there another name for this job?

A Well, they call them maintenance men.

RECROSS REBUTTAL EXAMINATION

Q (By Mr. Heyert) They call you a leadman, don't they?

A They call me--

JUDGE MILLER: Wait a minute. He's--

MR. HEYERT: I apologize. Terribly sorry, Mr. Friedman, I'm sorry.

MR. FRIEDMAN: I have no other questions.

JUDGE MILLER: Now, you can ask your question.

Q (By Mr. Heyert) They call you a lead maintenance man, don't they?

A Nobody ever called me that yet.

Q Did you say Torres is a plumber?

A The building where he work, that's what he do.

Q And he unclogged sinks?

A I believe so.

MR. HEYERT: Nothing else.

JUDGE MILLER: Thank you, Mr. Lopez, you are excused.

(WITNESS EXCUSED)

MR. FRIEDMAN: Mr. Hunter.

JUDGE MILLER: Raise your right hand.

Whereupon,

JONAS HUNTER,

being first duly sworn by Judge Miller, was examined and testified as follows:

JUDGE MILLER: Please be seated and state your full name for us, please.

THE WITNESS: Jonas Hunter.

DIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Hunter, by whom are you employed?

A Long Island College Hospital.

Q How long have you worked for them?

A Twenty-five years.

Q And what is your job?

A Boiler room mechanic.

Q How long have you done that type of work?

A About twenty years.

Q Now, did you vote in the election that was held by the State Board?

A Yes, I did.

Q What is your current rate of pay?

A About $368 or something like that, a week.

Q Do you know what grade you are, what pay grade that is?

A I think it's--I was 9 but I think it's 6 now.

Q Who is your immediate superior?

A Mr. Rose.

Q Now, in connection with your job, have you taken any educational courses, training courses?

A Y3s. I went to school for various things.

Q Such as what?

A Air conditioning. I went to school for management. I went to school for welding, electrical welding. I went to school for engineering, stationary engineering, and a few other little things.

Q Was that prior to your job or--

A While I was there.

Q Do you have any training with regard to air pollution or--

A Yes. I went to school for air pollution also, certificates of fitness, whatnot.

Q What sort of certificates do you have?

A I have a certificate for air pollution and I had to have a certificate of fitness for electric welding.

Q Who gave you those certificates?

A The Fire Department, I think it is from the City for air pollution. I had to get a permit for burning--working in a boiler room burning No. 6 oil. And I have a welding certificate from the school I went to. And I have a certificate that I got from going to school for management.

Q Where do you perform your work?

A In the boiler room at 340 Henry Street.

Q Do you have occasion to work outside the boiler room?

A Yes. I work in all th e buildings except Atlantic Avenue.

Q In the boiler--first of all, in the boiler room, who works with you?

A I have a junior mechanic who works with me, name is Monroe. And a fireman. And a helper, and sometimes a few ot fellows from different shifts working for me, that works in the boiler room.

Q Now, on the occasions that you work outside the boiler room, the other areas of the hospital, with whom do you work?

A Well, I wrk with my helper as a rule.

Q What tye of work would that be outside the boiler room?

A It could be running new pipes or repairing pipes or taking out radiators or fixing it. It could be installing a new boiler or taking out old boilers or working on top of the boiler. All kinds of things. There's so many different things. Welding.

Q Do you ever have occasion to work with employees other than members of the Maintenance Department, maintenance or engineering depzrtments?

A No, no. I don't think so. I don't remember any time.

JUDGE MILLER: I appreciate it, Mr. Hunter, if you could speak a little bit louder so everyone in the room can hear you.

THE WITNESS: Okay.

Q Does the occasion ever arise where you need some assistance, some extra manpower?

A Yes; various times.

Q And in such circumstances, where do you get the extra manpower?

A Well, we usually would get it from the handyman, from Frank Fuentes. He would supply them.

Q Again, do you ever get then from persons outside the -- assistance from persons outside the Maintenance and Engineering Departments?

A No; mver.

Q By the way, do you wear a particular colored uniform on your job?

A Yes. Dark, blue pants and lighter shirt, blue.

Q Okay. And are there any other people that also wear that color?

A Maintenance Department.

Q Have you ever had occasion to see jobs posted for vacancies in other departments?

A Maybe once or twice in the last seven, eight years, I might have seen one.

Q Calling your attention to the documents which I believe are before you, Respondent's 8, 9 and 10, have you ever seen those particular notice postings?

A No. I don't recall seeing any of these particular ones.

Q Mr. Hunter, in the period of time that you have been performing the job you are now doing, has there been any change in your duties?

A It's about the same.

Q What about the duties of the other persons that work in the boiler room with you?

A It's about the same. All except one fellow that was an incinerator man and the incinerators closed down now so he is my helper now.

Q How many people were working on the incinerator, on that incinerator?

A Two.

Q What are they doing now?

A One works in the new building on a machine like the incinerator and one is my helper in the building that I work in.

MR. FRIEDMAN: I have no further questions.

JUDGE MILLER: Off the record.

(Discussion off the record.)

JUDGE MILLER: Back on the record.

CROSS EXAMINATION

Q (By Mr. Heyert) Monroe and you do the same kind of work; isn't that true?

A About.

Q About. Do you recall that you worked on February 2, 1976?

A Yes.

Q That was a Monday?

A X-ray Department?

Q Did you work at the hospital? Were you on duty on February 2, 1976?

A If you tell me what I did I'll tell you what I hear.

Q Look, Mr. Hunter, my question to you was; Do you recall whether--

A No, I don't recall.

Q You don't recall.

Do you recall ever going to fix a leaking radiator in 355 Henry Street?

A Yes. I recall that; yes.

Q Do you recall doing that in the beginning of February?

A I don't know when it was because I make them all the time.

Q It was in somebody's apartment; right?

A Probably so.

Q Do you recall what you did when you got there?

A I don't recall that particular job you are speaking of because--

Q Do you know Dr. Davi?

A No.

Q Do you fix radiators?

A Yes.

Q Where are the radiators you fix located?

A In the doctor's residence, all through it, the nurses residence, all through it, Congress Street, all through it and all the other buildings and all through it. At some times I fix it and sometimes other people fix it.

Q Right.

And are there radiators at 354 Henry Street?

A I think so.

Q Do you fix those?

A Yes.

Q Do you recall draining water from a radiator in the X-ray Department ever?

A X-ray Department?

Q Yes, sir.

A Never, no.

Q Never. Do you know James Redmon?

A Yes.

Q Who is he?

A He is a halper of mine.

Q Do you know what his classification is?

A Incinerator man.

Q Okay. And do you know whether or not Mr. Redmon-- Do you know what work he does?

A Yes.

Q Do you know whether he installs air valves in radiators?

A He does all kinds of work.

Q Do you do that, too?

A Sometimes.

Q When you say Redmon does all kinds of work, what other kinds of work does he do?

A Paint the floor.

Q He paints?

A Yes.

Q What else?

A He sweeps the floor; he mops the floor; he goes out--

goes out on call; he watches the boiler, and he does incinerator work when it is necessary.

Q Do you paint the floor, too?

A No.

Q Do you go out on calls to fix radiators?

A Sometimes; yes.

Q Do you ever go with Redmon?

A I imagine I do. I go with all the fellows that work under me.

Q Do you recall ever fixing a radiator in the emergency room?

A Fixing a radiator in the emergency room? No.

Q Do you recall ever examining a radiator in the emergency room?

A Yes.

Q When was that?

A It could have been two or three months ago. It could have been four months ago.

Q It could have been last month?

A I don't think so.

Q You spend a lot of time fixing radiators, though, don't you?

A No. That's the least of my job.

Q When you went to the emergency room, were there any other employees present?

THE WITNESS: What do you mean, with me, or working there?

Q There.

A Yes.

Q Were there any with you who came with you?

A I don't know.

Q Did you speak to anybody about the radiator?

A I spoke to--I think I spoke to a nurse and she told me somoeone was there before me.

Q After you heard that you left?

A No. I went to the basement.

Q You left the emergency room?

A And went to the basement under the emergency room, yes .

Q In connection with your work you get around the entire hospital; isn't that correct?

A Except Atlantic Avenue Building; yes.

Q Yes.

And have you ever worked with any employees who were not maintenance employees when a radiator leaked?

A No.

Q You never saw them mop up the mess, the water?

A A radiator leak, yes, I've seen that.

Q Right by where you were working?

A No. After I finished working I see porter cleaning floors where water was after I finished working.

Q Now, you say you have a permit for burning No. 6 oil?

A Yes.

Q You have that with you?

A No. I don't need it here. I don't need it here. You can look at it--

Q You don't need--

A I don't need it here now.

Q It has nothing to do with your job at Long Island College Hospital?

A It did.

Q But now it does not?

A Not necessary.

Q What changed to make it unnecessary?

A I'm not a fireman ay longer. I don't do fireman's work. It's for firemans. At the time I was a coalpasser before, and then I was a fireman.

Q The kind of boilers that coalpassers are on are no longer used?

A Coal.

Q Coal - fired boilers are no longer used.

A I know, but I'm saying after the coal then came No. 6 oil when I needed a No. 6 permit. I no longer need it. First place, I'm not a fireman so I don't need it, not on the job here.

Q Right.

Where do you repair pipes?

A On top of the boiler, in the boiler room, and all the building.

Q Where do you run pipes?

A In the wall.

Q Which walls?

A Any wall that is necessary, and the basement to the boiler on top of the boiler and all the different apartments that has a leak where it's necessary.

Q When there's a leak in an apartment wall because of a pipe, ouychange the pipe?

A If the pipe is busted, and my boss told me to change the pipe, I changed the pipe.

Q All right.

A It can be in the X-ray Department or any other department also.

Q What kind of management course did you take?

A What kind of management course? The hospital sent me to school with four other different fellows from here. We were suppose to be supervisors, but whoever was supervisor-- I don't know, Frank Fuentes, me, Ramos and it was necessary for us to go to school to take up a management course.

Q What kind of course did you take?

A It was about three months. Management course of how to work around workers and how to treat them and how to run a department where mens are under you.

Q And where was the course given?

A In Manhattan.

Q Do you recall the name of the school?

A Not offhand I don't.

Q Did you go with other people from the hospital?

A Yes.

Q People from other than the maintenance and engineering areas?

A Yes.

Q And from what areas were they?

A I went with Miss Moore from Central Supply. I went with Frank Fuentes. I went with--

Q Fuentes is maintenance, isn't it?

A Yes.

Q I'm talking about peole from areas--

A Miss Moore is from a different area. And a few other people.

Q From different areas?

A Yes.

Q Do you recall the areas they came from?

A No.

Q I am handing you Respondent's Exhibit 8, and I ask you whether you have ever seen a notice in that form posted at the hospital?

A I have seen a few.

Q Have you seen any in the cafeteria?

A No.

Q You eat in the cafeteria?

A No.

Q Do you go up there in the course of your work from time to time?

A No. It is in the new building.

Q Yes. It is now. But do you recall a cafeteria that was in the old building?

A Yes. I used to go there often. I used to work up there.

Q Did you see these notices there?

A No.

MR. HEYERT: Nothing else.

REDIRECT REBUTTAL EXAMINATION

Q (By Mr. Friedman) Mr. Hunter, you said you used to work up there in the cafeteria.

What kind of work?

A Well, repairs on the steam tables, I have todo that, ndaI think it was once a month they had--they call it a duct system, it's where you cook the food and oil goes up or the steam and whatnot and it get very greasy so we had to take that out and take it downstairs and clean it, shine it, and put it back.

Q Did that involve taking it apart?

A Yes. Take the whole thing apart, take the motor out of the window that blew the air out, hot air.

Q In other words, a vent system?

A Yes.

MR. FRIEDMAN: No further questions.

Q (By Mr. Heyert) When you were in the cafeteria doing this work, disconnecting it, did you see any dietary employees around?

THE WITNESS: Dietary.

Food service employees.

A Food service; yes.

Q They were around as you were ding it?

A Of course. To serve the food.

Q Right. And they used those xteamtables in connection with their work; right?

A Yes.

Q Did any of them point out to you what was wrong with the machinery?

A No. It wasn't necessary. The lady in charge would tell me or my boss would tell me.

Q The lady in charge of the cafeteria?

A Yes.

Q Would tell you what was wrong?

JUDGE MILLER: I will accept that stipulation. Thank you.

MR. FRIEDMAN: Your Honor, General Counsel has no more witnesses on rebuttal.

JUDGE MILLER: All right.

Does-- Is there anything to be offered by way of surrebuttal from respondent?

M R. HEYERT: Yes.

I would like to call Miss Lemon.

JUDGE MILLER: Would you raise your right hand, please?

Whereupon,

JOAN LEMON,

being first duly sworn by Judge Miller, was examined and testified, on her oath, as follows:

JUDGE MILLER: Please be seated.

State your full name.

THE WITNESS: My name is Joan Lemon, L=e=m=o=n/

DIRECT SURREBUTAL EXAMINATION

Q (By Mr. Heyert) Who employs you, Miss Lemon?

A Long Island College Hospital.

Q What job do you hold?

A I work in the public relations office.

Q And how long have you held that job?

A It will be six years in June.

Q What do you do in the public relations office?

A Well, a number of things. Two specific things are to edit the hospital newspaper and to write news releases. And then many unspecific things that are required by the job.

Q Miss Lemon, I'm showing you something that is in evidence and labeled Respondent's Exhibit 8, and I ask you what that is.

A Well, it's obviously a list of jobs but it is also a list that we post every month, sometimes after the 15th of the month, using these sheets that we get from the personnel office.

Q You say "we," who is pose it. Who do you include within the te "we"?

A Well, me and one or two other people who work in my office.

Q Who are those people?

A Mercedes Crespo.

JUDGE MILLER: Spell that, please.

THE WITNESS: M-e-r-c-e-d-e-s C-r-e-s-p-o.

A (Continuing) And Margaret Archer.

Q There is a new posting each month?

A Every month.

Q And where are those--notices of that kind similar to Respondent's Exhibit 8 posted?

A Well, there are three places that we put them each month. One is above the time clocks, another is in the bulletin board outside the cafeteria, and the third is in the office of the Medical Administrative people on the third floor of the Polhemus Building.

Q Did you say cafeteria, too?

A Cafeteria.

Q Before the Atlantic--did the hospital have a cafeteria before it opened/at the Atlantic Building?

A Yes.

Q Where was that?

A On the main floor of the--what we call the main building.

Q Where did you post job opening notices when that cafeteria as in use?

A When there was a bulletin board outside that cafeteria as well as there's one outside the new cafeteria and that's where we posted them. We post and do still post the job opening lists.

Q In front of the old cafeteria?

A Yes.

Q All right.

A When it existed. But it no longer exists so obviously we don't post them any more.

Q Did you-- Can you tell me whether or not y9u know for a fact that those postings are made every month?

A I do know for a fact that they are made every month.

Q How do you know?

A Well, because it is one of my responsibilities to make sure that they are up, and if they are delayed for a day or so from the personnel office we always call or I always call and say, "Look, we haven't got the job open, listing for the month." Someone assures me they are being in the next mail and they usually are.

MR. HEYERT: No other questions.

SURREBUTTAL CROSS EXAMINATION

Q (By Mr. Friedman) You are public relations officer not personnel pfficer?

A Right.

Q Do you send that--those postings to the outside world also?

A We don't; no. I don't know if they are sent to the outside world. Ours is strictly an in-house distribution.

Q With regard to the notices that are in front of you, I guess Respondent's 8, 9, and 10--

MR. HEYERT: Would you show them to her, please?

She has--

A I think 10 is here. Is this 9?

Q I think in the upper right-hand corner, but there maybe duplicates.

A Okay.

Q Did you yourself post each of those notices?

A Well, I can only guess because quite frankly I don't read them that carefully. I couldn't really tell you if I posted any of these specifically, I really can't. Chances are I have, but again I could not say definitely.

Q Do you know with regard to those three notices how long, if they were posted, how long they were posted for?

A They stay up for a month, the interval between the--

Q Do you ever check to make sure they are still up there?

A Yes, yes.

Q Including the one by the time clock?

A Yes.

Q You say you have a posting every month, there are jobs to be posted?

A Well, we get the list from the personnel office every month and there are always jobs listed. There is always something to put up.

Q There are no months when there are no jobs?

A Never. No.

Q You referred to the old building, by the way. How long have you been in your present job?

A Almost six years.

Q To your knowledge, were these postings carried on before you began working there also?

A I don't know whether they were.

W But from the time that you began work they have been posted?

A I really cannot recall when we began posting. It was very early after I began working there, but I can't tell you the exact date.

MR. FRIEDMAN: I have no further questions.

SURREBUTTAL REDIRECT EXAMINATION

Q (By Mr. Heyert) Are the bulletin boards in which you post those notices locked or unlocked?

A They are locked.

Q Who has the key?

A We have the key.

Q Who is "We"?

A Meaning my office. The keys are in the public relations office. As far as I know there may be one other set of keys, but I rather doubt it.

MR. HEYERT: No other questions.

JUDGE MILLER: Thank you, Miss Lemon; you are excused.

(WITNESS EXCUSED)

MR. HEYERT: I would like to recall Stanley Fein.

JUDGE MILLER: All right. Please.

Whereupon,

STANLEY FEIN,

recalled, having been previously sworn, was examined and testified further, on his oath, as follows:

JUDGE MILLER: You are still under oath, Mr. Fein.

SURREBUTTAL DIRECT EXAMINATION

Q (By Mr. Heyert) Mr. Fein, I am showing you General Counsel's Exhibit 4.

MR. HEYERT: Off the record, please?

JUDGE MILLER: Off the record.

(Discussion off the record.)

JUDGE MILLER: On the record.

Proceed.

Q (By Mr. Heyert) Mr. Fein, is that chart an accurate-- accurate or inaccurate?

A It is inaccurate and has never been accurate.

Q Explain to me the inaccuracies, and you might start at the top and work your way down the chart.

A You have to look at it closely, because, to the best of my knowledge, I have never seen this chart before today.

First of all, there is three things listed there: maintenance, c-o-o-d, and I assume it means coordinator or something like that.

Q You are referring to the boxes labeled Dominiche, Ortez and Blaine?

A Right.

Q Okay.

A We don't have any more nor have we ever had any maintenance coordinators. Also indicates on that chart that--

Q Do you know what the titles of Dominiche, Ortez and Blaine are?

A They are maintenance supervisor, it also incidates that Mr. Fuentes as a maintenance supervisor as reporting directly to maintenance coordinator, let's say, Mr. Ortez, for the extended care facility, ECF, which was the orig design connotation for the Atlantic Avenue building.

In no way, shape or form has Mr. Fuentes ever had any responsibility for that building. Nor was Mr. Ortez. It also lists Mr. Fleurant, the electrician, as an electricianfor that building. I don't think Mr. Fleurant ever did any work in that building. Also lists Mr. Messina as a dispatcher. He hasn't been a dispatcher for at least two years, I would imagine. And Mr. Fuentes was never responsible for dispatching any work to the

Atlantic Avenue building as this chart indicates.

Q Atlantic Avenue building on this chart would be shown by the letters, ECF?

A I think that's what it's meant to me, yes, because the Atlantic Avenue Building was originally constructed as an extended care facility. When it opened up it was opened up as the Atlantic Avenue Building. Because of many different reasons in the way the building is being used, it is not actually being used as an extended care facility but more as an acute care hospital.

So when the building opened, the name "extended care facility" was dropped. The only thing that ever had extended care facility on it was the sign outside the building that said that this is an extended care facility being built under State of New York Project No., I think it was 807, or something like that.

Q Would you continue pointing out the inaccuracies in the chart?

A Yes. The chart also indicates, here, again, through Mr. Fuentes and through Mr. Ortez, that the maintenance responsibility for the extended--that the maintenance responsibility for the extended care facility, Atlantic Avenue Building, was Mr. Reinhardt, Mr. Lopez, Mr. Morrell, Mr. DeMaio, Mr. Florentz and Mr. Ramos.

Now, to the best of my knowledge, none of these people, other than Mr. Morrell, who is responsible for the painting, has done work in that building, or was ever scheduled to do work in that building.

Q What about the titles "carpenter," "electrician," "mason," "painters," "plumbing," "maintenance"?

A As I recall, I think I testified earlier yesterday that there was a time when people in a much earlier organization chart, when people were called that. I think this is just probably a flowover from that. In fact, if you want me to make a guess what this chart is, I would also.

Q What is this chart--

MR. FRIEDMAN: I would object to a guess on the witness' part, your Honor.

JUDGE MILLER: I will allow him to answer.

A Well, there was--prior to opening up the new building, in 1974, we were toying with many different organization charts and I think that the only thing I could think of is this, that this is one of many trials that somebody was working on. But we never, ever functioned under this particular chart. The chart is absolutely incorrect.

Q Are there any other errors in the chart?

A Some mistake in the position that Mr. Halloran occupies, is not on that chart.

Q And what position is that?

A What's that?

Q What position does Mr. Halloran occupy?

A The supervisor of the Atlantic Avenue Building. I also notice something else here, too, that there's estimating and cost control function listed under Mr. Baczyk.

Q Yes.

A When we had that particular position, it is still now a position, but it is a position that reports directly to me, and it is now a vacant position, and it will someday in the future be filled, but it never reported to Mr. Baczyk.

This is just technica. inaccuracies in the chart.

Mr. Baczyk obviously worked with the gentlemen who was doing this cost control, but the way this chart is drawn, that's not the way it was.

Q It does not show the correct lines of control?

A No.

Q Who is "King" written on here?

A He is one of the maintenance men who was responsible for things such as carpeting, ceiling, tiles, floor tiles, ceiling tiles.

MR. HEYERT: Nothing else.

SURREBUTTAL CROSS EXAMINATION

Q (By Mr. Friedman) Mr. Fein, you just stated Mr. King is responsible for floor tiles, carpet--

A Carpeting, ceiling tiles. He does minor partition work. He does some sheetrocking work, some paneling.

Q In any event aren't some of these other people here responsible for the particular areas that are set forth in the same box?

In other words, the people along the same level as Mr. King.

A I don't understand your question.

Q Is Mr. Morrell in charge of--have responsibility for painting?

A He does.

Q Okay.

Does Mr. Lopez have responsibilities involving plumbing?

A Amongst others, yes.

Q Mr..Rheinhardt, what would his responsibility be?

A General maintenance.

Q And how about masonry work?

A Mr. DeMaio has not been with us for some time.

Q Okay.

Is there somebody else now replacing Mr. DeMaio?

A There is somebody doing some of the work that he did. It is done by more than one person.

Q Okay.

But it is generally done by a few people, by a certain group of individuals who normally do masonry work?

A Yes. Of the maintenance men, Mr. Rheinhardt could do masonry work. Of carpenters listed, Mr. Ramos is a carpenter. I imagine he could do masonry work, too.

Q How about Mr. Fleurant, what kind of work does he basically do?

A For the most part electrical work.

Q You said, I believe you said, at one point these people did more or less have titles such as plumber, painter, et cetera?

A They did.

Q Now, you said there was a point in which you did away with those titles?

A We did.

Q Didn't you in fact continue to basically use those same people for the jobs which they had been performing?

A Yes, except that their job--when we changed buildings and when we changed technology and when we changed the physical plant, we also definitely changed the way we had to operate because of the amount of work that was available for a particular skill. And the amount of work and what we tried to develop is an organizatinn chart which would better indicate what work was actually being done, and what was actually being done is general maintenance. And that we were trying to develop people who will do work in all forms of general maintenance, and that is the organization chart that was established and is in existence.

Q What about the people who had been performing specific functions? Didn't they continue to and don't they still more or less--aren't they the first people that you would attempt to use, for example, for plumbing?

A Of course. There are a handful of people, and I mean a handful of people who have not readily adapated to do anything than one particular thing.

Q Do some of your people, by rhe way, still use those - let us say - antiquated terms?

A They do.

Q So there are people who do describe themselves as painters, I'm a plumber, something like that?

A I think painters are a poor example, but yes, that is so.

Q How about the title "handyman" that popped up from time to time, what would their title be now?

A When I came in 1968, there was what was called a handy shop. That disappeared in a reorganization. These are general maintenance.

Q Do you ever hear them describe themselves still as handyman or --

A I for the first time today heard that word used, I would say in about three or four years.

Q Just focusing for a second on this upper right-hand corner, does Mr. Baczyk report directly to Mr. Cregan now?

A He does.

Q Is Mr. Baczyk generally responsible for new construction type of work?

A He is responsible for alterations, new construction we use general contractors.

Q But in other words, alterations, major jobs, in other words, more than just fixing a stopped up sink?

A Right. Maybe replacing a sink, he would be responsible for, putting in two where there used to be one, putting in a partition or making one room out of two rooms, or two rooms out of one. I think that is another mitake in this chart. We don't do construction.

MR. FRIEDMAN: I have no further questions.

MR. HEYERT: Nothing else.

JUDGE MILLER: Thank you, Mr. Fein.

(Witness excused.)

JUDGE MILLER: Is there anything further?

MR. HEYERT: Respondent has nothing else, your Honor.

MR. FRIEDMAN: General Counsel has nothing else.

JUDGE MILLER: All right. What is your preference, gentlemen, for oral argument?

MR. HEYERT: I wojld prefer to submit a brief, however, [illegible]d I request 35 days that the rule permits you to grant me.

MR. FRIEDMAN: Although the General Counsel may be willing to file a brief anyway, we would like at least a brief oral argument.

JUDGE MILLER: All right. I will allow you some brief time for oral argument. One thing before we get into that, there are some documents of which I have been asked to take official notice of. Those are the documents pertaining to the history of this case. I take it copies of those have not as yet been made.

MR. FRIEDMAN: Specifically not with regard to, I think the Appellate Division and--

JUDGE MILLER: The initial decision and order directing election.

MR. FRIEDMAN: That we don't have at the moment, although we can make it in about ten minutes.

JUDGE MILLER: I believe respondent said you have that.

MR. HEYERT: I think I have got yours.

JUDGE MILLER: I would like copies of those as soon as possible. I will receive them into the record as exhibits, so I will need two copies, so that the Board can have it before them when this case gets to them. And I'd rather not wait on those until briefs are filed.

Now, just to make clear what I will be receiving then is the State Labor Relations Board Decision and order, and the Appellate Division's order--

MR. FRIEDMAN: What we have, I believe-- the ones we were going to call your attention to were the State Board decision and order, I think certification, then there were proceedings with regard to Section 716 of the state law with regard to the attempt to arbitrate the proceeding, and I think that there were decisions I guess of the Appellate Division and Court of Appeals level on that. And then there was a State Labor Board unfair labor practice proceeding, which we have a TXD on, Trial Examiner's Decision, on a finding by the Board, and then Appellate Division, Court of Appeals and denial served by the U. S. Supreme Court. The last two were reported in the Labor Relations Manual.

MR. HEYERT: There was a denial of cert in the 716 proceeding, too.

JUDGE MILLER: In cases that are reported in the LRR series and denials of cert, I will be satisfied with the citation. But any document of a state agency that is not so reported, I would appreciate copies, and I will receive those into the record just as soon as they are submitted to me, and in my decision I will indicate they have been received.

All right. Mr. Friedman, why don't you proceed with your oral argument.

MR. HEYERT: Your Honor, as I indicated earlier--I did not mean to interrupt Mr. Friedman, your Honor,--but I am not going to argue orally, and I hope you will understand that we wish to reserve our argument for our brief.

JUDGE MILLER: Yes. No prejudice whatsoever.

MR. FRIEDMAN: Your Honor, the General Counsel, first of all, we should answer a question that was pu to us yesterday, and that is that we do in fact feel that the unit here would be found appropriate by the NLRB even absent the background history in this case.

We think that has been demonstrated that the maintenance and engineering department people here work under the separate supervision of the Director of Engineering, that they do all the maintenance work by themselves, despite some testimony which is--which states the obvious, that they may ask a nurse's permission before

JD-355-76
Brooklyn, NY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

THE LONG ISLAND COLLEGE HOSPITAL

and

LOCAL 144, HOTEL, HOSPITAL NURSING HOME
AND ALLIED SERVICES UNION, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Case No. 29-CA-4562

Joel H. Friedman, Esq., of Brooklyn, NY,
for the General Counsel.
Kelley, Drye & Warren, New York, NY,
by Martin D. Heyert, Esq., and
Roger J. Karlebach, Esq., for the
Respondent.
Vladeck, Elias, Valdeck & Lewis, of
New York, NY, by Thomas Kilhenny, Esq.,
for the Charging Party.

DECISION

Statement of the Case

MICHAEL O. Miller, Administrative Law Judge: A hearing in this matter was held before me in Brooklyn, New York, on March 9 and 10, 1976 based upon a charge filed by Local 144, Hotel, Hospital Nursing Home and Allied Services Union, Service Employees International Union, AFL-CIO, herein the Union, on September 8, 1975, and a complaint issued by the Regional Director of Region 29 of the National Labor Relations Board on December 31, 1975. The complaint alleged that the Long Island College Hospital, herein Respondent, has refused to meet or bargain with the Union in violation of Section 8(a)(5) and (1) of the National Labor Relations Act, herein the Act. Respondent timely filed an answer to the complaint, admitting certain facts, denying the commission of the alleged unfair labor practices and setting forth its affirmative defenses. Briefs have been filed by General Counsel, Respondent and the Union.

Based upon the entire record in this case, 1/ including the briefs and oral arguments of counsel and my observation of the witnesses and their demeanor, I make the following:

Findings of Fact

I. Respondent's Business

Respondent, a New York corporation, is engaged in the operation of a not-for-profit hospital, providing hospital, health care and related services in New York, New York. The complaint alleged and Respondent admitted that during the past year, a representative period, Respondent derived in excess of $250,000 in gross revenues from its operations and purchased and caused to be transported to its New York location goods and materials valued in excess of $50,000, in interstate commerce, directly from States of the United States other than the State of New York. The complaint alleged, Respondent admitted, and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. The Union's Labor Organization Status

The complaint alleged, Respondent admitted and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

A. The Issues and Chronology of Events 2/

The principal issue herein is the effect to be given to a Certification of Representative issued by the New York State Labor Relations Board, herein the SLRB. That certification issued in 1964, but because of protracted litigation, resulted in little collective bargaining and did not bring to fruition a contractualized collective-bargaining relationship. Respondent's affirmative defenses questioned the effect on the continuance of the bargaining obligation of changes in Respondent's location, operations and unit composition.

On December 28, 1964, the SLRB certified the Union as the exclusive collective-bargaining representative of Respondent's employees in the following unit: 3/

1/ Respondent's unopposed motion to correct the transcript is granted.

2/ The facts as set forth in this Chronology are not in dispute. They are based upon admissions, stipulations and reported administrative agency and court decisions of which I have taken judical notice, pursuant to the requests of the parties.

3/ The election upon which the certification was based had been conducted on July 22, 1964 upon an SLRB Direction of Election which had issued July 6, 1964 (27 N.Y. SLRB 405). (Continued)

> All full-time and regular part-time employees in the maintenance of plant and engineering department, excluding chief engineers, assistant chief engineers, clerk and maintenance supervisor, [and all supervisors as defined in Section 2(11) of the Act.]

Respondent refused to bargain with the Union, contending, _inter alia_, that the unit was inappropriate.

At this point, as it was subsequently determined, the Union chose an inappropriate avenue of review. It invoked Section 716 of the State Labor Relations Act, which provided for mediation, fact-finding and binding arbitration of "disputes" between nonprofitmaking hospitals and unions. The State Industrial Commissioner appointed a fact-finding commission and, when that commission's recommendations were rejected by Respondent, sent the controversy to arbitration before the New York State Board of Mediation. Respondent sought to enjoin both the fact-finding and the arbitration.

On November 7, 1968, the New York Court of Appeals, in _College Hospital_ v. _Catherwood_, 23 N.Y. 2d 20, 69 LRRM 2605 (hereinafter referred to as _College Hospital,_ No. I) upheld Respondent's contention that resort to Section 716 was inappropriate, concluding the "disputes" as defined in that section did not include representation issues. The Union, it found, should have followed "the traditional procedure by filing an unfair labor practice charge under Section 704(6) [State Labor Relations Act] against the hospital for its refusal to bargain collectively with the representatives of the employees--a procedure which. . .would have enabled the hospital judicially to challenge the finding of an unfair labor practice as well as the Labor Board's certification of the union as exclusive representative for maintenance employees." The Union's appeal from this decision was dismissed. _Ottley et al., of Local 144, Hospital & Allied Service Employees International Union, AFL-CIO_ v. _Long Island College Hospital,_ 394 U.S. 716, 70 LRRM 3378 (1969).

Respondent, on May 13, 1969, moved before the SLRB to vacate the certification as stale and unenforceable due to the passage of time and changes in the composition of the unit. The SLRB denied the motion.

3/ (Continued) The ballot afforded the employees in this unit the following choices for self-determination: separate unit status, representation by the Union in such a separate unit, or, if no separate unit was selected, representation by the Union in an overall service employee unit. The employees chose union representation in the separate unit. In a unit of approximately 55 employees, 44 employees cast valid ballots. The Union received a majority--24. The employees in the larger service unit, voting on the same day, rejected representation.

In accord with the decision of the New York Court of Appeals, the Union, on May 7, 1969, filed its unfair labor practice charge against Respondent, alleging a refusal to bargain under the State Labor Relations Act, Section 704(6). A complaint issued. As subsequently and succinctly related by the New York Court of Appeals (College Hospital v. N.Y. Labor Board, 32 N.Y. 2d 314, 85 LRRM 2580 (1973) hereinafter referred to as College Hospital No. II):

> At the [SLRB] hearing which followed, the hospital not only attacked the board's original certification order of 1964, determining that the skilled maintenance workers constituted an appropriate bargaining unit, but interposed new matters concerning, among other things, alleged improprieties in the conduct of the election. After thorough consideration of these issues, the board adhered to its earlier decision and entered an order, dated June 30, 1971, which directed the hospital to cease and desist from refusing to bargain with Local 144 and extended its certification for one year from the date of its order or from the completion of any judicial review of that order. 4/

On Respondent's appeal of the SLRB's Order, the Appellate Division of the New York Supreme Court (39 A.D. 2d 913, 80 LRRM 3375) while upholding the SLRB's unit determination and its use of a self-determination election procedure, annulled the board's Order and directed a new election upon certain of the hospital's objections to the conduct of the election. The Court of Appeals in College Hospital, No. II, supra, reversed, finding:

> The Appellate Division was eminently correct insofar as it affirmed the board's determination that the hospital's skilled maintenance employees constituted an appropriate bargaining unit. . . .
>
> Accordingly, the board's practice, resulting in the establishment of a separate bargaining unit of skilled maintenance employees, seems eminently proper and, certainly, may not be stamped as either arbitrary or capricious.
>
> Nor, in our view is there any valid basis for the hospital's attack on the conduct to the election. . . . (85 LRRM 2581, 2582)

The SLRB bargaining order was reinstated and enforced. Respondent's Petition for a Writ of Certiorari was denied by the United States Supreme Court on March 4, 1974, 415 U.S. 957.

4/ Respondent had excepted to the earlier adverse findings of the SLRB Trial Examiner. It had also moved to reopen the hearing and for reconsideration of that latter motion upon its denial.

Respondent thereupon entered into negotiations with the Union, nearly a decade after the certification first issued. It continued to maintain its position at these negotiations that the unit was inappropriate. Negotiations continued until mid-August 1975, at which time Respondent refused to bargain further, contending again that the unit was inappropriate. During the period of bargaining, on August 25, 1974, the hospital amendments to the National Labor Relations Act became effective. (Public Law 93-360).

B. Analysis and Conclusions

The Board has long held that it "will recognize the results of an election conducted by a responsible state agency, and therefore extend comity to a certification issued pursuant to such an election, where the state agency's election procedures conform to due process requirements and effectuate the policies of the Act." Memorial Hospital of Roxborough, 220 NLRB No. 73 sl. op. p. 4 (1975); Screen Print Corporation, 151 NLRB 1266 (1965); The West Indian Co., Ltd., 129 NLRB 1203 (1961); Bluefield Produce & Provision Company, 117 NLRB 1660 (1957). Respondent asserts that the instant case does not call for the extension of comity because: the New York Statute is at odds with this Act; the unit found appropriate by the SLRB is inimical to the provisions of the Act in light of the legislative history of the recent hospital amendments; and, because of the lapse of time and concommitant changes in the unit since that certification. 5/

1. Statutory Comparison

Respondent contended that the law applied by the SLRB in making its 1964 unit finding was so different from the Act that the application of comity was unwarranted. It cited, as the material variance, only the following portion of Section 705(2) of the State Act:

> [T]hat in any case where the majority of employees of a particular craft, or in the case of a non-profitmaking hospital or residential care center where the majority of employees of a particular profession or craft, shall so decide the board shall designate such profession or craft as a unit appropriate for the purpose of collective bargaining. 6/

5/ No contention was made, and in view of the repeated resort to the courts at all levels, the many hearings and the detailed decisions issued herein, no contention could validly have been made that Respondent was not accorded due process.

6/ The portion quoted by Respondent is the proviso to the following statutory provision:

> [705] 2. The board shall decide in each case whether, in order to insure employees the full benefit of their right to self-organization, to collective bargaining and otherwise to effectuate the policies of (Continued)

It is clear from a reading of the SLRB Decision, Order and Direction of Election (*The Long Island College Hospital*, 27 N.Y. SLRB 405) that the SLRB did not rely upon (and indeed was able to avoid application of) the aforequoted proviso in directing the election herein. Rather, the SLRB weighed the various factors traditionally considered by it (and by the NLRB) in reaching unit determinations, including homogeniety, earnings, interchange and history of collective bargaining, against *its policy* of avoiding "over-compartmentalization of hospitals into numerous small bargaining units" and found the factors to be evenly balanced. It thereupon, in a manner comparable to the NLRB in *The Globe Machine and Stamping Co.*, 3 NLRB 294, 299-300 (1937), determined to allow the balance to be tipped by the desires of the employees involved.

Evinrude Motors Division of Outboard Marine and Manufacturing Company, 66 NLRB 1142 (1946) and *Wilson-Hurd Mfg. Co.*, 68 NLRB 853 (1946), relied upon by Respondent (even assuming they represent the Board's present policy in regard to comity) are inapposite. In those cases the key factor was the State agency's lack of discretion in regard to the conduct of a separate craft election. In the instant case, the SLRB's direction of a self-determination election in the maintenance and engineering department was entirely an exercise of its reasoned discretion. That discretion was exercised only after general and specific hearings were held by the SLRB on the unit question. See *College Hospital* No. II, *supra*, 85 LRRM at 2582. Additionally, in both *Evinrude* and *Wilson-Hurd*, the State agency had directed craft elections after petitions for same had been dismissed by National Labor Relations Board Regional Directors, at times when the NLRB had jurisdiction, and in the face of existing and viable collective-bargaining relationships on broader bases.

Similarly inapposite are those cases relied upon by Respondent (*Malcolm X Center for Mental Health*, 222 NLRB No. 147 (1976), *Mental Health Center of Boulder County, Inc.*, 222 NLRB No. 146 (1976) and *St. Luke's Hospital Center*, 221 NLRB No. 217 (1976)) wherein the Board refused to give comity to State agency unit determinations which, on their face were at variance with express statutory provisions, i.e., they included professional and nonprofessional employees in a single unit without the self-determination election required to be accorded professionals under Section 9(b)(1) of the Act. No such violation of express statutory mandate is involved herein.

Finally, I would note in this regard that Section 705(2) of the New York Statute is essentially identical to Section 9(b)

6/ (Continued)

> this article, the unit appropriate for the purposes of collective bargaining shall be the employer unit, multiple employer unit, craft unit, plant unit, or any other unit; provided however . . . .

of the Federal Act and the provisos to both provisions express similar concerns. 7/ Both seek to protect professional employees and skilled craft employees from undesired inclusion in units comprised of persons of different interests, training, education and skills.

I therefore conclude that such differences as may exist between the National Labor Relations Act and the New York State Labor Relations Act do not render comity unwarranted. The statutes generally and as applied by the SLRB in this case are not inimical.

2. Unit Proliferation

It is true, as contended by Respondent, that the legislative history of the hospital amendments admonishes the Board to avoid undue proliferation of bargaining units in the health care industry. 8/ Respondent contends that the maintenance-engineering department unit found appropriate herein constitutes such an undue proliferation. However, as the Board stated in the recent case of Jewish Hospital of Cincinnati, 223 NLRB No. 91 (1976):

> . . .Congress left the matter of the determination of appropriate units to the Board, and the desire for nonproliferation does not, in our judgment, necessarily preclude our granting maintenance units in the health care area. Congress was aware that the Board has sometimes found that a separate maintenance unit is appropriate if the maintenance employees possess a community of interest sufficiently separate and distinct from the broader community of interest which they share with other employees to warrant their inclusion in a separate unit. Yet, it did nothing

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7/ Section 9(b)(1) and (2) of the National Labor Relations Act reads:

> [Sec. 9](b) The Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof: Provided, That the Board shall not (1) decide that any unit is appropriate for such purposes if such unit includes both professional employees and employees who are not professional employees unless a majority of such professional employees vote for inclusion in such unit; or (2) decide that any craft unit is inappropriate for such purposes on the ground that a different unit has been established by a prior Board determination, unless a majority of the employees in the proposed craft unit votes against separate representation. . . .

8/ S. Rept. 93-766, 93rd Cong., 2d sess. 5 (1974); See also H. Rept. 93-1051, 93rd Cong., 2d sess. 7 (1974); Mercy Hospitals of Sacramento, 217 NLRB No. 131 (1975).

> to preclude our granting such units. Congress in fact rejected Senator Taft's suggestion that maintenance employees should always be combined with service employees in a single unit. (footnotes omitted.)

It is thus clear that the fact that a unit of the maintenance and engineering department is involved herein does not, of itself, warrant a rejection of the principle of comity. Indeed, it was just such a unit, Maintenance Department or Maintenance-Plant Operations, involving employees fulfilling the same work responsibilities as those herein, which was involved in Memorial Hospital of Roxborough, supra. The Board therein extended comity entirely upon the Pennsylvania Labor Relations Board's determination of all election issues, without further discussion of either unit appropriateness or unit proliferation.

Moreover, as noted supra, the SLRB early-on adopted a policy, similar to that expressed in the legislative history to the recent amendments, "against over-compartmentalization of hospitals into numerous small bargaining units," (Matter of Wyckoff Heights Hospital, 27 N.Y. SLRB 75, 82-83) and specifically applied that policy to the direction of election in the instant case. Long Island College Hospital 27 N.Y. SLRB 405, 411. As the New York Court of Appeals pointed out:

> Without merit is the hospital's argument that the unit selected may improperly fragment the hospital into numerous small units. . . . Actually, the board's practice in allowing skilled maintenance employees in hospitals to form a separate bargaining unit if they wish to do so, far from constituting over-compartmentalization, has avoided more serious fragmentation into numerous smaller units since, under the mandatory craft unit provision of subdivision 2 of section 705, each skilled craft, such as plumbers, painters and carpenters, could have demanded and could have been included in a separate unit. College Hospital No. II, supra, 85 LRRM at 2582.

3. The Lapse of Time

The Board, in Memorial Hospital of Roxborough, supra, reiterated its well settled rule "that in the absence of newly discovered or previously unavailable evidence or special circumstances a respondent in a proceeding alleging a violation of Section 8(a)(5) of the Act is not entitled to relitigate issues which were or could have been litigated in a prior representation proceeding." Respondent does not appear to rely upon any contention of newly discovered or previously unavailable evidence. It does, however, contend that the Union's responsibility for the lapse of time between the certification and the commencement of bargaining was a special circumstance which warranted relitigation and reconsideration of the unit determination. As previously noted, the Union initially chose an inappropriate avenue to challenge Respondent's refusal to bargain. The delay occasioned by its choice, from certification in December 1964 until the initial Court of Appeals decision in November 1968, caused that

Court to place responsibility for the delay upon the Union. However, the Court also noted in a footnote to that comment that delay occurs *whenever* parties resort to the courts for the final adjudication of their disputes. *College Hospital* No I, *supra*, 69 LRRM at 2609 fn. 5. Moreover, the same Court, by the same Judge, Chief Judge Fuld, in reaching its second decision in this matter, upholding Respondent's obligation to bargain, added:

> It is only necessary to add that there is no basis whatever for criticism of the union for its asserted delay in failing to file an unfair labor practice complaint. . . . As our court unequivocally stated in the *Roosevelt Hospital* case. . . . 'Delays occasioned by the union's exercise of what it reasonably believed to be its right under the statute [to invoke the mediation, fact-finding and compulsory arbitration proceedings of section 716] did not call for a redetermination of its status as a representative any more than would delays resulting from the slowness of administrative action or from the employer's pursuit of his judicial remedies in seeking court review of the board's certification.'

(*College Hospital* No. II, *supra,* 85 LRRM at 2585). 9/ To Chief Judge Fuld's observations I would add only that the delay did not cease when the union chose the legally correct procedure. More time has passed since the Union filed its unfair labor practice charge than was spent prior thereto in pursuing what it then deemed to be an appropriate means for resolving the issues and bringing Respondent to the bargaining table.

The contention that the mere passage of time is a sufficient special circumstance to warrant relitigation is similarly without merit. To entertain such a defense would produce the anomalous result of permitting a Respondent to benefit from a lapse of time resulting from litigation for which it was responsible by virtue of its unlawful refusal to bargain. *Holly Farms Poultry Industries*, 189 NLRB 663 (1971). See also *Spitzer-Akron, Inc.,* 211 NLRB 114 (1972) and the dissenting opinion by Members Fanning and Jenkins in *George Braun Packing Co.*, 210 NLRB 1028, 1029 (1974).

Respondent also contended that "the SLRB's certification expired on March 4, 1975--one year after the Supreme Court denied the Hospital's request to review the New York Court of Appeals' bargaining order (415 U.S. 957)--so that there is nothing to give comity to." In so arguing, Respondent has misconceived the nature

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9/ Respondent emphasized Judge Fuld's assessment of blame upon the Union, in *College Hospital* No. I, in both oral argument and brief herein. It failed however, to make any references to the referred-to footnote or to Judge Fuld's subsequent decision, reassessing that responsibility.

of a certification of representative. Certification is not a license which, upon the mere passage of time, expires as if it were a license to operate a motor vehicle. Rather, certification is a key which opens a collective-bargaining relationship. That relationship remains viable until some material circumstance arises to place the continued existence of that relationship in question. The passage of time, alone, is, as noted, not such a material circumstance. See, for example, *Ray Brooks* v. *N.L.R.B.*, 348 U.S. 96, 98 (1954); *King Radio Corporation*, 208 NLRB 578 (1974), enf'd 510 F. 2d 1154 (C.A. 10, 1975); *Laystrom Manufacturing Co.*, 151 NLRB 1482, 1483 (1965).

4. Changes in Unit Composition

Respondent has contended that changes in the unit composition is a special circumstance which warrants a redetermination of the unit question. It appears that the employee complement of the maintenance and engineering department has grown from approximately 55 in 1964 to 69 in 1976. Approximately 8 of the original 55 remain employees within this department. Others have assumed supervisory responsibilities in the department or left. While Respondent has not asserted, in *haec verba*, that this turnover has given rise to a reasonable basis for doubting the Union's majority, its assertions are equivalent to such an argument and the principles applicable to a doubt of majority based on turnover are applicable herein. In *Laystrom Manufacturing Co.*, 151 NLRB 1482, 1484 (1965), it was stated:

> Employee turnover standing alone does not provide a reasonable basis for believing that the Union had lost its majority since the prior election. The Board has long held that new employees will be presumed to support a union in the same ratio as those whom they have replaced.

See also, *Washington Manor Nursing Center (South)*, 211 NLRB 315 (1974) and *Washington Manor Nursing Center (North)*, 211 NLRB 324 (1974). Both cases were enforced, *N.L.R.B.* v. *Washington Manor, Inc.*, ___ F. 2d ___, 89 LRRM 3044 (C.A. 6, 1975). Morever, after the certification year, a union enjoys a rebuttable presumption of majority. No evidence, beyond turnover, has been offered to rebut that presumption here. *N.L.R.B.* v. *Washington Manor, Inc.*, *supra*. Thus, to the extent that Respondent's argument implies a doubt of the Union's majority status, it is without merit.

5. Changes in Operations

Respondent has contended that changes in its operations warrant a redetermination of unit appropriateness. The record reveals that over the course of years, Respondent has built or acquired new buildings, terminated operations of some buildings and moved operations from older to newer buildings. All of the buildings remain in the same geographical area. Some equipment has been modernized and some more sophisticated technology added. As part of a departmental "reorganization" around 1969 (prior to enforcement of the SLRB's order to bargain), specific job titles for many of the maintenance and engineering department employees were eliminated. The work, responsibilities and contact with employees of other departments, of the maintenance-engineering employees remained unchanged, however, and a number of the employees have continued to this day to perform such specialized and skilled functions as plumber, electrician and refrigeration mechanic. At the same time, new supervisory positions within the department were created, assigning responsibility for particular maintenance tasks to lower level supervisors. These supervisors continue to report to a Director of Engineering who has overall supervision and responsibility for the maintenance and engineering department. Such changes do not materially affect the community of interest of the maintenance and engineering department employees. See Rittling Corporation, 203 NLRB 355 (1973).

6. Conclusion

As neither the lapse of time nor the aforementioned changes present special circumstances sufficient to warrant relitigation of the unit issues as determined by the SLRB, and as neither the New York Statute nor the SLRB Decision and Direction of Election provide a basis for the denial of comity, it is appropriate, under established Board precendent, that comity be given to the SLRB determination. Accordingly, I find that the employees in Respondent's maintenance of plant and engineering department constitute a unit appropriate for the purpose of collective bargaining. I conclude that by breaking off negotiations with the Union in mid-August 1975, because it believed that unit to be inappropriate for collective bargaining purposes, Respondent has failed and refused to bargain in good faith with the Union in violation of Section 8(a)(5) of the Act.

IV. Conclusions of Law

1. The Long Island College Hospital is an employer within the meaning of Section 2(6) and (7) of the Act.

2. Local 144, Hospital Nursing Home and Allied Services Union, Service Employees International Union, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. All full-time and regular part-time employees in the maintenance of plant and engineering department, excluding chief engineers, assistant chief engineers, clerk and maintenance supervisor, and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since December 28, 1964, the above-named labor organization has been and is now the certified and exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing on or about August 14, 1975, and at all times thereafter, to bargain collectively with the above-named labor organization as the exclusive bargaining representative of all the employees of Respondent in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By the aforesaid refusal to bargain, Respondent has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing, employees in the exercise of the rights guaranteed to them in Section 7 of the Act, and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

V. The Remedy

Having found that Respondent has engaged in certain unfair labor practices, it will be recommended that it be ordered to cease and desist therefrom and to take affirmative action to effectuate the policies of the Act.

As Respondent's violations go to the very heart of the Act, the recommended Order shall require Respondent to cease and desist from it any other manner infringing upon the rights guaranteed to its employees by Section 7 of the Act. N.L.R.B. v. Entwistle Mfg. Co., 120 F. 2d 532, 536 (C.A. 4, 1941).

Upon the basis of the foregoing findings of fact and conclusions of law, and the entire record in this proceeding and pursuant to Section 10(c) of the Act, I hereby issue the following recommended: [10]

ORDER

Respondent, The Long Island College Hospital, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively concerning rates of pay, wages, hours and other terms and conditions of employment with Local 144, Hotel, Hospital Nursing Home and Allied Services Union, Service Employees International Union, AFL-CIO, as the exclusive bargaining representative of its employees in the following appropriate unit:

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[10] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

All full-time and regular part-time employees in the maintenance of plant and engineering department, excluding chief engineers, assistant chief engineers, clerk and maintenance supervisor, and all supervisors as defined in Section 2(11) of the Act.

(b) In an other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Upon request, bargain with the above-named labor organization as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at The Long Island College Hospital, copies of the attached notice marked "Appendix." 11/ Copies of said notice, on forms provided by the Regional Director for Region 29 after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintanined by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

Dated, Washington, D.C.

Michael O. Miller

Michael O. Miller
Administrative Law Judge

11/ In the event the Board's Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

JD-355-76

FORM NLRB-4727
(9-69)

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT refuse to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with LOCAL 144, HOSPITAL NURSING HOME AND ALLIED SERVICES UNION, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, as the exclusive representative of the employees in the bargaining unit described below.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, upon request, bargain with the above-named Union, as the exclusive representative of all employees in the bargaining unit described below, with respect to rates of pay, wages, hours, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

> All full-time and regular part-time employees in the maintenance of plant and engineering department, excluding chief engineers, assistant chief engineers, clerk and maintenance supervisor, and all supervisors as defined in Section 2(11) of the Act.

THE LONG ISLAND COLLEGE HOSPITIAL
(Employer)

Dated ________________ By ____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street - 4th Floor, Brooklyn, N.Y. 11241 (Tel. No. 212 - 596-5386).

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

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In the Matter of :

THE LONG ISLAND COLLEGE HOSPITAL, : Case No. 29-CA-4562

Respondent, :

-and- :

LOCAL 144, HOTEL, HOSPITAL, NURSING HOME AND ALLIED SERVICES UNION, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, :

Charging Party. :

--x

EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION AND ORDER AND REQUEST FOR ORAL ARGUMENT

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, The Long Island College Hospital ("Hospital"), by its counsel, Kelley Drye & Warren, hereby excepts to Administrative Law Judge Michael O. Miller's decision and recommended order in this case dated June 4, 1976 for the reasons set forth herein and in the accompanying brief:

1. The Hospital excepts to the Judge's statement that:

> "The principal issue herein is the effect to be given to a Certification of Representative issued by the New York State Labor Relations Board, herein the SLRB." (JD 2 : 32-34).*

The entire record reveals that the principal issue in this case is whether the Board should require the Hospital to bargain with Local 144, Hotel, Hospital, Nursing Home and Allied Services Union, Service Employees International Union, AFL-CIO, ("Union") with respect to employees in a patently inappropriate maintenance unit, an issue as to which the Administrative Law Judge makes an erroneous conclusion of law (JD 11 : 44-49) without any analysis of the fact with respect to the appropriateness of the unit the Union seeks to represent.

2. The Hospital excepts to the Judge's statement in footnote 3 that:

> "The ballot afforded the employees in this unit the following choices for self-determination: separate unit status, representation by the Union in such a separate unit, or, if no separate unit was selected, representation by the Union in an overall service employee unit." (JD 3 : 42-46).

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* References in parentheses prefixed "JD" refer to pages of Judge Miller's decision and references prefixed ":" refer to the lines of those pages.

As we show more fully in the accompanying brief, the Judge made no reference to the fact that another labor organization appeared on the SLRB's ballot. Had the Board conducted the election with the other labor organization on the ballot, no certification would have resulted. The portion of the record relied on is the SLRB's opinion reported at 27 SLRB 415 of which the Judge took judicial notice (JD 2 : 49).

3. The Hospital excepts to the Judge's failure to find that the vote among the service employees, voting the same day as the maintenance employees, was 309 to 151 against Union representation so that in the combined service and maintenance unit that both the Union and the Hospital had urged the SLRB to find appropriate, the Union never had the support of a majority of the employees. This finding should appear at the end of footnote 3 (JD 3 : 50). The portions of the record relied on is the hearing transcript at 6.

4. The Hospital excepts to the Judge's failure to find that the Hospital declined to bargain with the Union only after it learned that the Regional Director of Region 2 of the Board had refused to issue a complaint in Society of New York Hospital, Case No. 2-CA-13708, which also involved a labor organization's reliance on an ancient SLRB certification of an inappropriate maintenance unit. This finding should appear at the end of the

sentence ending on page 5 line 6 of the Judge's decision. The portions of the record relied on are Hospital Exhibit 18, the hearing transcript at pages 12-13, 296-97, Complaint ¶21 and Answer ¶12.

5. The Hospital excepts to the Judge's statement that

> "The Board has long held that it 'will recognize the results of an election conducted by a responsible state agency, and therefore extend comity to a certification issued pursuant to such an election, where the state agency's election procedures conform to due process requirements and effectuate the policies of the Act.' *Memorial Hospital of Roxborough*, 220 NLRB No. 73 sl. op. p. 4 (1975); *Screen Print Corporation*, 151 NLRB 1266 (1965); *The West Indian Co., Ltd.*, 129 NLRB 1203 (1961); *Bluefield Produce & Provision Company*, 117 NLRB 1660 (1957)." (JD 5 : 12-20),

on the grounds that it misstates the Board's *Roxborough* decision in material part by omitting the circumstances the Board said make the comity doctrine inapplicable here, *i.e.*

> "newly discovered or previously unavailable evidence, [or]...any special circumstances which would require the Board to reexamine the decision made in the representation proceeding." *Memorial Hospital of Roxborough, supra*, sl. op. at 4

The portions of the record relied on are those cited on pages 10-27 of the accompanying Brief.

6. The Hospital excepts to the Judge's statement that

> "Rather, the SLRB weighed the various factors traditionally considered by it (and by the NLRB) in reaching unit determinations, including homogeneity, earnings, interchange and history of collective bargaining, against its policy of avoiding "over-compartmentalization of hospitals into numerous small bargaining units" and found the factors to be evenly balanced. It thereupon, in a manner comparable to the NLRB in The Globe Machine and Stamping Co., 3 NLRB 294, 299-300 (1937), determined to allow the balance to be tipped by the desires of the employees involved." (JD 6 : 5-13) (emphasis in original).

As we show in the accompanying brief the SLRB has no real policy against over compartmentalization and if the SLRB had followed the Globe doctrine the Union would not have been certified. The portions of the record relied upon is the hearing transcript, page 6.

7. The Hospital excepts to the Judge's purported distinction of Evinrude Motors Division of Outboard Marine and Manufacturing, 66 NLRB 1142 (1946), Wilson-Hurd Mfg. Co., 68 NLRB 853 (1946), Malcolm X Center for Mental Health, 222 NLRB No. 147 (1976), Mental Health Center of Boulder County, Inc., 222 NLRB No. 146 (1976), and St. Luke's Hospital Center, 221 NLRB No. 217 (1976). (JD 6 : 15-41). The cases cited above,

discussed at greater length in Point I of the accompanying brief, show that the Board's comity policy is limited and inapplicable where, as here, the state agency's discretion was more limited than the Board's discretion under Section 9(b) of the Act.

8. The Hospital excepts to the Judge's statement that

> "In the instant case, the SLRB's direction of a self-determination election in the maintenance and engineering department was entirely an exercise of its reasoned discretion." (JD 6 : 20-23).

As we show in the accompanying brief, the SLRB believed that Section 705(2) of the New York Labor Law foreclosed its discretion to include maintenance employees in a larger unit where, as here, a labor organization sought to represent them separately and the maintenance employees voted for a separate unit.

9. The Hospital excepts to the Judge's statement that

> "Finally, I would note in this regard that Section 705(2) of the New York Statute is essentially identical to Section 9(b) of the Federal Act and the provisos to both provisions express similar concerns. (JD 6 : 43 to JD 7 : 2).

Point I of the accompanying brief shows clearly that the state and federal statutes have different purposes and effects.

10. The Hospital excepts to the Judge's conclusion

> "that such differences as may exist between the National Labor Relations Act and the New York State Labor Relations Act do not render comity unwarranted." (JD 7 : 6-8).

See the reasons for Exceptions 4-8

11. The Hospital excepts to the Judge's statement that

> "Indeed, it was just such a unit, Maintenance Department or Maintenance-Plant Operations, involving employees fulfilling the same work responsibilities as those herein, which was involved in Memorial Hospital of Roxborough, supra." (JD 8 : 8-11).

There is no evidence in the Board's decision in Roxborough regarding the wages hours, working conditions or duties of the employees involved there and the Board decided that the unit the state had certified was appropriate. Here the entire record shows that the maintenance employees belong in a service and maintenance unit and accordingly the duties of the maintenance employees here are not the same as those in the Roxborough case. The portions of the record relied upon for this Exception are those cited on pages 13-23 of the accompanying brief.

12. The Hospital excepts to the Judge's statement that

> "the SLRB early-on adopted a policy, similar to that expressed in the legislative history to the recent amendments, "against over-compartmentalization of hospitals into numerous small bargaining units, (Matter of Wyckoff Heights Hospital, 27 N.Y. SLRB 75, 82-83) and specifically applied that policy to the direction of election in the instant case. Long Island College Hospital, 27 N.Y. SLRB 405, 411" (JD 8 : 16-22)

See the reasons for Exception 6.

13. The Hospital excepts to the Judge's statement that it relies upon the Union's responsibility for the delay during the 12 years since the SLRB certification as a special circumstance rendering comity inapplicable here. (JD 8 : 46-50). While the Union was clearly at fault for approximately half of that delay and the Hospital is not responsible for any of it, it is the fact of the delay itself -- without regard to who is at fault -- together with substantial and material changes in the Hospital's places and methods of operation, in the duties of its employees, in the supervision, working relationships and on the job contacts of and among its employees, in the terms and conditions of their employment

and in the identity of the employees that constitute the special circumstances and, by themselves and with the provisions and administration of the New York Labor Law, which are incompatible with the Act, preclude the granting of comity to the SLRB's certification in this case. The portions of the record relied on are those cited on pages 10 through 27 of the accompanying brief.

14. The Hospital excepts to the Judge implying that the Union's resort to the improper procedure which resulted in substantial delay lasted only until the Court of Appeals' decision in November of 1968 (JD 8 : 50-54). The Union's proceeding did not terminate until April 21, 1969 when the Union's appeal from the New York Court of Appeals' decision was dismissed by the United States Supreme Court. 394 U.S. 716 (1969).

15. The Hospital excepts to the Judge's statement that

> "The contention that the mere passage of time is a sufficient special circumstance to warrant relitigation is similarly without merit." (JD 9 : 30-31)

and to the Judge implying that Holly Farms Poultry Industries, 189 NLRB 663 (1971), Spitzer Akron, Inc., 211 NLRB 114 (1972) and George Braun Packing Co., 210 NLRB 1028, 1029 (1974) (dissent by Members Fanning and Jenkins) support this or any other issue relevant to this proceeding (JD 9 : 35-38).

The Hospital contends that the passage of time together with all the other circumstances this case presents are the special circumstances requiring denial of comity. Moreover, the cases cited by the Judge are inapposite; see the reasons for Exception 13.

16. The Hospital excepts to the Judge implying that the Hospital was responsible for the 12 years of delay (JD 9 : 3-4). See the reasons for Exceptions 13 and 14.

17. The Hospital excepts to the Judge's statement that

> "Certification is not a license which, upon the mere passage of time, expires as if it were a license to operate a motor vehicle. Rather, certification is a key which opens a collective-bargaining relationship. That relationship remains viable until some material circumstance arises to place the continued existence of that relationship in question." (JD 10 : 1-7).

Since no certification ever issued for an appropriate unit, since the Union never represented a majority of the Hospital's employees in an appropriate unit, and since substantial and material changes outlined in Exception 13 have taken place, the Judge's statement is irrelevant to this proceeding.

18. The Hospital excepts to the Judge's statement that

> "The passage of time, alone, is, as noted, not such a material circumstance. See, for example, *Ray Brooks v. NLRB*, 348 U.S. 96, 98 (1954); *King Radio Corporation*, 208 NLRB 578 (1974), *enf'd* 510 F.2d 1154 (C.A. 10, 1975); *Lavstrom Manufacturing Co.*, 151 NLRB 1482, 1483 (1965)." (JD 10 : 9-11).

See the reasons for Exception 13.

19. The Hospital excepts to the Judge's implicit legal conclusion that Laystrom Mfg. Co., 151 NLRB 1482, 1484 (1965) and the other cases the Judge cites to support part B4 of his decision (JD 10 : 13-43) are relevant to this case. "Employee turnover standing alone" is not relied upon by the Hospital to support its argument that the SLRB's 1964 certification is not entitled to comity. Almost complete employee turnover is but one of many factors upon which the Hospital relies. See the reasons for Exception 13.

20. In the circumstances of this case, the Hospital excepts to the Judge's statement "Moreover, after the certification year, a union enjoys a rebuttable presumption of majority" (JD 10 : 38-39) for the reasons stated in Exception 17.

21. The Hospital excepts to the Judge's statement

> "The work, responsibilities and contact with employees of other departments, of the maintenance-engineering employees remained unchanged, however, and a number of the employees have continued to this day to perform such specialized and skilled functions as plumber, electrician and refrigeration mechanic. (JD 11 : 6-10).

The portions of the record relied on are those cited on pages 13 through 23 of the accompanying brief which demonstrates that the Judge's statement is wrong as a matter of fact.

22. The Hospital excepts to the Judge's statement that the changes that have taken place since 1964 "do not materially affect the community of interest of the maintenance and engineering department employees. See Rittling Corporation, 203 NLRB 355 (1973)". (JD 11 : 15-17). This statement (a) does not reflect the extensive changes that have taken place, (b) relies upon a non-existent community of interest inconsistent with the Board's Hospital maintenance unit doctrine, (c) relies upon a case that is totally inapposite to this one, and (d) again views the changes in operations, skills, methods, supervision and location in isolation rather than in conjunction with each other and with the passage of time and the changes of personnel (see the reasons for Exceptions 13 and 19).

23. The Hospital excepts to the Judge's entire conclusion. (JD 11 : 19-33). See the reasons for all prior exceptions.

24. The Hospital excepts to the Judge's Conclusions of Law 3 through 7 (JD 11 : 44 to JD 12 : 17). See the reasons for all prior exceptions.

25. The Hospital excepts to the Judge's statement that

> "As Respondent's violations go to the very heart of the Act, the recommended Order shall require Respondent to cease and desist from it [sic] any other manner infringing upon the rights guaranteed to its employees by Section 7 of the Act. N.L.R.B. v. Entwistle Mfg. Co., 120 F.2d 532, 536 (C.A. 4, 1941). (JD 12 : 26-30),

to the Judge's entire Order (JD 12 : 36 to JD 13 : 32), and to the inappropriate extraordinary penalty created by the phrase "any other" instead of the normal phrase "like or related" in Section 1(b) of that order (JD 13 : 7-9).

Even assuming that the Administrative Law Judge was correct in every other respect, which he is not, a broad order is justified only when there is evidence of a danger of repeated violations -- a "proclivity to violate". NLRB v. Entwistle Mfg. Co., 129 NLRB 532, 536 (4th Cir. 1941), Florida Steel Corp., 224 NLRB No. 8, 92 LRRM 1266, 1267 (1976). In both of those cases the General Counsel sought broad orders because the evidence revealed patterns of egregious blatant unfair labor practices.

By contrast, the case at bar involves no more than an alleged technical violation of Section 8(a)(5) designed to test, in the only lawful way (Leedom v. Kyne 358 U.S. 189 (1958)), the appropriateness of a certification. Since there has been no evidence of a proclivity to violate the law, neither the General Counsel nor the Charging Party sought the broad relief that the Administrative Law Judge granted sua sponte. In Mercy Memorial Hospital Corp., 224 NLRB No. 11 (1976), which like this case involved an alleged unfair labor practice to test a state certification that was granted comity, the Board did not grant the broad relief proposed by the Administrative Law Judge even though, unlike this case, the employer was there alleged to have also violated Sections 8(a)(1),(2) and (3) of the Act.

Because of the extraordinary importance the Board's decision in this case will have to its administration of the Act, as amended by the 1974 Nonprofit Hospital amendments (Public Law 93-360), the Hospital requests the Board to set the case down for oral argument.

Respectfully submitted,
KELLEY DRYE & WARREN
Attorneys for The Long Island College
Hospital
350 Park Avenue
New York, New York 10022
212-752-5800

Of Counsel:

Martin D. Heyert
Roger J. Karlebach

KELLEY DRYE & WARREN
350 PARK AVENUE
NEW YORK 10022

TELEPHONE (212) 752-5800
CABLE "LAWYERLY"
TELEX 12369

ARD F. BACHMAN
ANK[illegible] BENKARD
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ARD J. CONCANNON
ATT A. CONWAY
N J. COSTELLO
CLARK CUMMINGS
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N W. DRYE, JR.
BERT EHRENBARD
MUEL B. FORTENBAUGH, III
HARRISON FRANKEL
HN D. HEYERT
J. GEO. HOLMAN
QUINCY HUNSICKER, 3RD
LAND J. MARKLEY
ARLES OECHLER
EODORE PEARSON
WARD ROBERTS, III
LIAM S. RUBINSTEIN
RANCE W. SCHWAB
DERICK T. SHEA
ERT J. WALKER
UNCEY L. WALKER
IS B. WARREN
VEY FOLKS ZIMAND

ALFRED W. ROBERTS
COUNSEL

November 22, 1976

OFFICE
KD&W
COPY

National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Washington, D. C. 20570

Re[illegible] Long Island College Hospital
[illegible] No. 29-CA-4562

Dear Sirs:

We represent respondent, The Long Island College Hospital ("Hospital"), in this case in which both the General Counsel and the charging party have asked the Board to grant comity to the New York State Labor Relations Board's ("SLRB") decisions that a maintenance unit at the Hospital is appropriate for collective bargaining, and that the election the SLRB conducted for the Hospital's maintenance employees was valid.* The Administrative Law Judge has granted comity to the

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* The General Counsel submitted the SLRB's decisions, reported at 27 SLRB 405 (1964) and 34 SLRB 324 (1971), to the Administrative Law Judge with his brief after the Judge asked for them and said he would receive them into the record (Tr. 433-35).

SLRB's decisions and the Hospital has filed exceptions with the Board.

We call the Board's attention to the recent decision of the Court of Appeals in Memorial Hospital of Roxborough v. NLRB, 93 LRRM 2571 (3d Cir. Oct. 18, 1976), decided after we filed the Hospital's exceptions, holding that the Board may not grant comity to unit determinations of state labor boards because

> "Congress has thus mandated [National Labor Relations] Board determination 'in each case' of 'the unit appropriate' for collective bargaining. [Footnote omitted.] Thus the statute requires the Board to exercise its discretion as to an appropriate unit in each and every case. This responsibility can neither be delegated to nor discharged by a state agency where Congress has sought to create a national labor policy by vesting this discretion in a national board. [Citation omitted.] Here, however, the Board abdicated its required duty by accepting the PLRB determination without exercising its own mandated discretion. In so doing the Board 'overstep[ped] the law.' [Citation omitted.]" 93 LRRM at 2577.

This decision precludes the Board from granting comity to the SLRB's bargaining unit determination in this case.

Moreover, as the Court in Memorial Hospital of Roxborough also holds, even if the Board were to err in this case by finding, independently of the SLRB's decision, that the Hospital's maintenance employees were an appropriate bargaining unit, the Board itself still would have to pass on the validity of the Hospital's objections to the election the SLRB conducted in 1964. 93 LRRM at 2578.

The Trial Examiner in the unfair labor practice proceeding before the SLRB set out the Hospital's objections at 34 SLRB 345-46, 348, 350. Apart from the Hospital's first two objections, which dispute the SLRB's bargaining unit determination and the SLRB's allowing a union other than the charging party to file a representation petition seeking certification as the representative of a maintenance unit at the Hospital, which led to the SLRB's unit determination, the Hospital objected to

> A. The complex, complicated and confusing English only ballot the SLRB used that prevented the maintenance employees, better than 29% of whom were Spanish speaking, from expressing their wishes with respect to representation and unit placement by making a single mark on their ballots. 34 SLRB at 346;

B. The SLRB tallying the ballots contrary to its own Decision, Order and Direction of Election because, had the SLRB tallied the ballots correctly, the SLRB would not have found a maintenance unit appropriate and the charging party would not have been certified; 34 SLRB at 348; and

C. The charging party's conduct before and during the election that interfered with the maintenance employees' free choice of a bargaining representative, including the charging party's president invading the voting area while the polls were opened and voters were there, and the charging party distributing to the voters on the eve of the election material misrepresentations about wages and benefits at other hospitals where it represented employees, and about SLRB proceedings involving other hospitals, to all of which the Hospital did not have an adequate opportunity to reply. 34 SLRB at 350-354.

The SLRB rejected the Hospital's objections only because its standards with respect to pre-election conduct and conduct during an election were completely different than the standards the Board applies in similar circumstances. According to the SLRB,

> "The term 'laboratory conditions' is neither appropriate nor realistic, and we shall not employ it in the future. The simple fact is that labor elections are not conducted in the isolated and antiseptic surroundings of a chemical, biological or physics laboratory and the analogy is both inappropriate and misleading. * * * *

> "In any case, apart from substantial interference with the voting process itself . . . our inquiry is properly directed to a determination of whether there has been interference with either the fact of the employees voting, or how they voted." *New York University*, 33 SLRB 394, 399 (1963).

The SLRB election in this case took place more than 12 years ago. Hence it is impossible at this late date to litigate the Hospital's objections to that election before the Board so that the Board may apply its own standards for a free election to the charging party's conduct as the Court of Appeals' holding in *Memorial Hospital of Roxborough* requires. We therefore ask the Board, if it mistakenly holds that a maintenance unit is appropriate at the Hospital, to direct a new election in that unit so that the maintenance employees, 77% of whom did not vote in the SLRB election, may vote in a free and fair election conducted according to the Board's, not the SLRB's, standards.

We ask that this letter, copies of which have been personally served on counsel for the General Counsel and the charging party, be made part of the record in this case.

Very truly yours,

KELLEY DRYE & WARREN

By Martin D. Heyert
Martin D. Heyert
(A Member)

MDH:jf

cc: Joel H. Friedman, Esq.
Counsel for the General Counsel
National Labor Relations Board
Region 29
16 Court Street
Brooklyn, New York 11241

Thomas T. Kilhenny, Esq.
Vladeck, Elias, Vladeck & Lewis, P.C.
Counsel for the Charging Party
1501 Broadway
New York, New York 10036

NATIONAL LABOR RELATIONS BOARD
REGION 29
16 Court Street
Brooklyn, New York 11241
Telephone (212) 596-3535

November 24, 1976

Hon. John C. Truesdale
Executive Secretary
National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Washington, D.C. 20570

RE: The Long Island College Hospital
Case No. 29-CA-4562

Dear Mr. Truesdale:

The undersigned Counsel for the General Counsel respectfully submits this letter in response to the letter of Martin D. Heyert, Esq., Counsel for Respondent, dated November 22,1976.

In his letter Counsel for Respondent raises the matter of Respondents' original Objections to the conduct of the SLRB election, which Objections were properly disposed of by the SLRB and State Courts. Respondent argues that these Objections constitute a further defense for Respondent's refusal to bargain. Respondent never argued or raised this defense in their opening or closing Argument nor their Brief to the ALJ. More importantly, Respondent never raised this matter in its Exceptions, filed July 9, 1976. It is respectfully asserted that by its failure to raise this matter prior to the present time, Respondent has waived the matter of its Objections as any defense to the Complaint (Section 102.46 (b), Rules and Regulations).

Thank you for your consideration of this matter.

Respectfully submitted,

Joel H. Friedman
Counsel for the General Counsel

REGISTERED MAIL

CC: Martin D. Heyert, Esq.
Thomas T. Kilhenny, Esq.
The Long Island College Hospital
Local 144, SEIU

MFJ

228 NLRB No. 13

D--2137
New York, N.Y.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

THE LONG ISLAND COLLEGE HOSPITAL

and

LOCAL 144, HOTEL, HOSPITAL NURSING
HOME AND ALLIED SERVICES UNION, SERVICE
EMPLOYEES INTERNATIONAL UNION, AFL--CIO

Case 29--CA--4562

DECISION AND ORDER

On June 4, 1976, Administrative Law Judge Michael O. Miller issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief [1/] and has decided to affirm the rulings, findings, and conclusions [2/] of the Administrative Law Judge and to adopt his recommended Order.

[1/] Respondent's request for oral argument is hereby denied, inasmuch as the record, the exceptions, and the brief adequately present the issues and the positions of the parties.

[2/] With all due respect for the views expressed by the Court of Appeals for the Third Circuit in its opinion in Memorial Hospital of Roxborough v. N.L.R.B. 93 LRRM 2571, 79 LC ¶ 11,692 (1976), we respectfully adhere to the Board majority's opinion in that case, reported at 220 NLRB No. 73 (1975), until such time as the Supreme Court shall have passed on the matter.

D--2137

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, The Long Island College Hospital, New York, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

Dated, Washington, D.C. February 9, 1977

Betty Southard Murphy, Chairman

John H. Fanning, Member

Howard Jenkins, Jr., Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

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NEW YORK STATE
LABOR RELATIONS BOARD

In the Matter of

THE LONG ISLAND COLLEGE HOSPITAL

-and-

LOCAL 144, HOSPITAL DIVISION, BSEIU, AFL-CIO[1]

-and-

MAINTENANCE DIVISION OF THE BUILDING & CONSTRUCTION TRADES COUNCIL

27 SLRB NO. 91
CASE NO. SE-37117
SE-38062

APPEARANCES:

Kelley, Drye, Newhall, Maginnes & Warren, Esqs.,
by Theodore R. Iserman, Esq.,
and Eugene T. D'Ablemont, Esq.,
for the Employer

Vladeck, Elias, Frankle & Vladeck, Esqs.,[2]
by Wilber Daniels, Esq.,
Judith Vladeck, Esq., and
Sheldon Englehard, Esq.,
for Local 144

Weinstock & Tauber, Esqs.,[3]
by Harry Weinstock, Esq.,
for Local 1199

Walter Colleran, Esq.,
for Maintenance Division

DECISION,

ORDER

and

DIRECTION OF ELECTIONS

Local 144, Hospital Division, BSEIU, AFL-CIO, herein called Local 144, filed its petition in Case Number SE-37117, pursuant to Section 705 of the New York State Labor Relations Act, herein called the Act, on July 1, 1963.

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[1] The name of this union was amended to read as above.

[2] During the hearing herein Vladeck & Elias, Esqs., were substituted by the above named attorneys as attorneys for Local 144.

[3] Subsequent to the close of the hearing herein, Sipser, Weinstock & Weinmann, Esqs., were substituted as attorneys for Local 1199.

Local 1199, Drug and Hospital Employees Union, AFL-CIO herein called Local 1199, filed its notice of intention to intervene in Case Number SE-37117 on October 14, 1963.

A hearing was duly held on October 15, 23 and November 1, 1963, before Frank Einhorn, Esquire, Trial Examiner. At the hearing Local 1199 moved to intervene. The Trial Examiner reserved decision on said motion, but permitted Local 1199 to participate in the hearing.

Subsequent to the close of the hearing, by letter dated December 2, 1963, Local 1199 applied for leave to withdraw its application to intervene in this proceeding. Copies of the letter were sent to the attorneys for the other parties hereto, and no papers in opposition were filed. The request is hereby granted. (See Section 13 and 36 of the Board's General Rules and Regulations.)

On March 26, 1964, Maintenance Division of the Building and Construction Trades Council, herein called Maintenance Division, filed its petition herein in Case Number SE-38062.

On April 3, 1964, on notice to Local 144 and Maintenance Division, the Employer moved to dismiss the petition of Maintenance Division in Case Number SE-38062. On April 8, 1964, Maintenance Division filed an affidavit in opposition to said motion.

On April 16, 1964, the Board issued an order denying the Employer's motion to dismiss the petition in Case Number SE-38062, and further ordered that the hearing in Case Number SE-37117 be reopened, and that Case Numbers SE-37117 and SE-38062 be consolidated for the purpose of hearing.

On April 29, 1964, a consolidated hearing was duly held before Frank Einhorn, Esquire, Trial Examiner.

The Employer and Local 144 filed memoranda.

Upon consideration of the entire record and the memoranda, the Board renders the following decision:

I. The Employer

Long Island College Hospital is a voluntary non-profit hospital incorporated under the laws of the State of New York. Its main building is located at 340 Henry Street, and a second building, known as The Prospect Heights Pavilion, is located at the corner of Washington Avenue and St. Johns Place, both buildings being in the Borough of Brooklyn, City and State of New York.

II. Undisputed Matters

It was undisputed, and we find and conclude, that in fact and within the meaning of the Act: Local 144 and Maintenance Division are labor organizations; and a question or controversy concerning representation exists.

III. The Constitutionality of the Statute and its Application to the Employer

In 1963, the Legislature amended the Act to make it applicable to employees of non-profitmaking hospitals or residential care centers located in cities having a population of one million or more.[4] The Employer contends that the Act, as so amended, is

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[4] Laws 1963, Ch. 515.

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5. Erie County Water
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League Club, 307 N.
v. Allen, 5 Misc. 2
75 NLRB 174, 176;
etc. 78 NLRB 504,
et al., 130 NLRB 9
NLRB 985, 991 enf

6. Section 2 (2) of the
(2), 29 U.S.C. 152

7. Laws of 1963, Ch.
House of the Holy
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604; St. Barnabas
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unconstitutional in that it does not in terms and effect apply to all cities of the State, that it relates solely to the property, affairs and government of New York City, and that no request for such legislation was made by New York City.

The Employer offered no evidence in support of this contention. In any event, we must assume the constitutionality of the act we are called upon to administer. An administrative agency may not pass upon the constitutionality of an act of the Legislature and refuse to perform its statutory duties thereunder.[5] Such questions will be left to the courts.

The Employer also asserts that the Board has no jurisdiction herein on the ground that the field has been pre-empted by the National Labor Relations Act, and that the National Labor Relations Board has exclusive jurisdiction. Congress having specifically excluded non-profit hospitals from the National Act,[6] the Employer is not subject to the jurisdiction of the National Board. Accordingly, this Board has jurisdiction.[7]

The Employer further asserts that it is an educational institution, as well as a hospital, and as such is exempted from the coverage of the Act by virtue of Section 715 thereof.

Assuming that the Employer's activities include educational aspects, that fact manifestly does not exclude its hospital employees from the coverage of the Act. Under the 1963 amendments of Section 715, the prior exclusion of employees of "charitable, educational or religious associations or corporations" were made inapplicable to "employees of a non-profitmaking hospital or residential care center."

Upon consideration of the entire record, we find and conclude that the New York State Labor Relations Board has jurisdiction of this proceeding.

IV. The Subpoenas

On October 14, 1963, upon application by the Employer, a subpoena duces tecum was issued, directed to Local 144[8] for the production of leaflets, pamphlets, fliers, hand bills, newspapers or other material distributed by Local 144 to employees of the hospital. At the hearing, Local 144 moved to vacate the subpoena, and the Trial Examiner granted the motion.

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[5] Erie County Water Authority, 18 SLRB 70, 72; The New York Infirmary, 27 SLRB No. 14; Wyckoff Heights Hospital, 27 SLRB No. 18; Black River Regulating District, et al. v. Adirondack League Club, 307 N.Y. 475, 485-490; Matter of Lewis, et al. v. Allen, 5 Misc. 2d 68, 71; Rite-Form Corset Company, Inc., 75 NLRB 174, 176; Wine, Liquor and Distillary Workers Union, etc. 78 NLRB 504, 507; Amalgamated Lithographers of America, et al., 130 NLRB 968, 969, enforced 301 F. 2d 20; Same, 130 NLRB 985, 991 enforced 309, F. 2d 31, cert. den. 372 U.S. 943.

[6] Section 2 (2) of the National Act, 61 Stat. 137, Section 101 (2) (2), 29 U.S.C. 152 (2).

[7] Laws of 1963, Ch. 515, Section 4, effective July 1, 1963. See House of the Holy Comfortor, 26 SLRB 437; Knickerbocker Hospital, 26 SLRB 569, 572; St. Luke's Ho[illegible] 26 SLRB 603, 604; St. Barnabas Hospital for Chronic D[illegible] al. 26 SLRB 650, 652, The New York Infirmary 27 S[illegible] Wyckoff Heights Hospital, 27 SLRB No. 18.

[8] A similar subpoena was directed to Local [illegible].

The Employer contends that the organizing material distributed by both Local 144 and Local 1199 "was so full of racial appeals and other inflamatory matter as to disqualify both unions from a place on the ballot in any election that the Board might direct at this Hospital," and to warrant dismissal of Local 144's petition.

The Employer, in support of this contention, cites Sewell Mfg. Co., 138 NLRB 66, 50 LRRM 1532, 140 NLRB 220, 51 LRRM 1611, in which the National Board sustained post election objections and vacated the elections, because the employer had circulated documents "which were intended to and did inflame the racial feelings and other prejudices of the voters on matters unrelated to election issues." (140 NLRB at 221)

Here, the Employer's contention is raised at a pre-election hearing, and not as a post election objection. The distinction manifestly is important. In the absence of unfair labor practices or other extraordinary circumstances, allegations of improper electioneering should be determined after the election, and should not be available as a device to prevent or delay any expression of the employees' desires. It appears, moreover, that the material sought by the subpoenas consisted of leaflets issued by Local 144 and Local 1199, attacking each other.[9] As noted above, on December 2, 1963, Local 1199 applied for leave to withdraw its intervention herein. In view of the lapse of time since then, the question well may be academic.

Accordingly, we affirm the Trial Examiner's vacatur of the subpoena.

V. The Appropriate Units

Local 144 contends, in substance, that the service and maintenance employees, including the employees in the maintenance of plant and engineering department, constitute a unit appropriate for the purposes of collective bargaining. Maintenance Division seeks a unit limited to the skilled employees in the maintenance of plant and engineering department. The Employer contends, in substance, that a single over-all unit, excluding only supervisory, professional and confidential employees, constitutes the appropriate unit.

All parties agree on the exclusion of administrators, professional, supervisory and confidential employees; and registered nurses. The parties also agree that the unit or units appropriate should include employees at both the main building and the Pavilion.

The Employer's Unit Contention

The Employer urges the establishment of an over-all unit on three grounds: (1) There now is an established history of collective bargaining on an over-all basis in the hospital field; (2) The Employer is a "quasi-government institution"; and (3) The integrated nature of its activities requires an over-all unit. Similar contentions were considered and rejected in our recent decision in Roosevelt Hospital, 27 SLRB No. 63.

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[9] There was no evidence that either Local 144 or Local 1199 discriminated against employees because of their race, color or creed. As noted in the Employer's brief, the Trial Examiner specifically stated that his vacatur of the subpoenas was based upon the lack of any such evidence.

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10. Hayes Seventy-Third
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Here, as in *Roosevelt Hospital*, the contracts referred to by the Employer vary in coverage and do not establish a consistent history of collective bargaining which warrants, much less requires, the establishment of an over-all unit. As noted in *Roosevelt Hospital, supra*, Local 144's original contracts with proprietary hospitals were limited to service and maintenance employees. The subsequent arbitrary extension thereof to office and technical employees, not represented by the union, was held to be unlawful.[10]

The Employer's claim to be a quasi-governmental institution is predicated upon an agreement with the City of New York under which it is reimbursed for services rendered to indigent persons, and its teaching services under contractual arrangement with the State. It urges that the Board, in *Erie County Water Authority*, recognized "the inadvisability of compartmentalizing a quasi-governmental body into numerous separate bargaining units"[11] and contends that the Board therefore should find an over-all unit to be appropriate here.

The Erie County Water Authority is a public benefit corporation, whose properties, by statute, will vest in Erie County when its liabilities have been paid off. Its employees are civil service employees, subject to the Civil Service Law, and were classified by the Municipal Service Division of the State Civil Service Commission. Moreover, as further noted in *Roosevelt Hospital, supra*, the inadvisability of compartmentalizing into numerous separate units manifestly does not mandate the opposite extreme of a single over-all unit. Indeed, the unit found appropriate in *Erie County Water Authority* was not an over-all unit, but was limited to production and maintenance employees.

Although the Employer asserts that the integrated nature of its activities requires the establishment of an over-all unit, it would exclude, among others, registered nurses, pharmacists, social workers, therapists, various technicians, medical records librarians, guards, and professional employees. It urges the exclusion of pharmacists, social workers and therapists "as having interests, duties and backgrounds substantially different from those employees it would include." This, of course, is the same basic reason previously stated by the Board for the exclusion of office and technical employees from service-maintenance units.[12] Although the exclusion of registered nurses, receptionists and house-mothers, operating room technicians, medical records librarians and certain other categories of employees is urged by the Employer on the ground that they are supervisory employees, we find scant or no support in the record for exclusion on that ground.

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[10] *Hayes Seventy-Third Corp. (Physicians Hospital)*, 26 SLRB 428; *Yasuna, et al., (Mount Eden General Hospital)*, 26 SLRB 466; *Astrachan, et al., (Terrace Heights Hospital)*, 26 SLRB 475.

[11] 23 SLRB 151, 161 n. 11.

[12] *Hayes Seventy-Third Corp. (Physicians Hospital)*, 26 SLRB 428; *Harlem Eye and Ear Hospital*, 26 SLRB 583; *House of the Holy Comforter*, 26 SLRB 437.

The same considerations which heretofore have led us to exclude professional, office, clerical, and technical employees from units of service and maintenance employees, are present here and are equally compelling.[13] Here again, there is no indication that such other groups of employees desire to participate in collective bargaining at this time.[14]

Maintenance of Plant and Engineering Department

As stated above, Maintenance Division seeks a unit of the employees in this department. Both Local 144 and the Employer contend that such a unit is inappropriate.

The department consists of two chief engineers, two assistant chief engineers, a maintenance supervisor, watch engineers, locksmiths, carpenters, electricians, masons, painters, helpers, maintenance men and handymen. Pursuant to "a definite rotation plan," the helpers in this department are rotated among the various skills and, as they develop, are promoted to skilled jobs. The parties agreed that the chief engineers, assistant chief engineers, and maintenance supervisor are supervisory employees and excluded from the unit. The clerk is excluded as a clerical.

The Employer would exclude certain watch engineers, whom it describes as "occasional" employees, on the ground they are per diem and work less than twenty hours a week. The record discloses that the majority work regularly approximately 16 to 24 hours a week. They clearly are regular part time employees and as such, will be included in the appropriate unit.[15] Their eligibility to vote presents a different question,[16] and will be discussed in Section VI, below.

The employees in this department, and the helpers, are skilled men who perform types of services identified with traditional trades and crafts.[17] They have more in common with one another

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13. House of the Holy Comforter, 26 SLRB 437, 438; Flushing Hospital and Dispensary, 26 SLRB 445, 446; St. Clare's Hospital, 26 SLRB 504, 505; St. John's Queens Hospital, 26 SLRB 529, 530; Knickerbocker Hospital, 26 SLRB 569, 570; Jamaica Hospital, 26 SLRB 579, 580; Manhattan Eye, Ear & Throat Hospital, 26 SLRB 587, 588; St. Luke's Hospital, 26 SLRB 603, 604; Menorah Home and Hospital for Aged and Infirm, Inc., 26 SLRB 658, 659; St. Mary's Hospital of the City of Brooklyn, 26 SLRB 700, 701; Wyckoff Heights Hospital, 27 SLRB No. 18; The Hebrew Home for the Aged, 27 SLRB No. 26; The Salvation Army (Booth Memorial Hospital), 27 SLRB No. 34; Misericordia Hospital, 27 SLRB No. 35; Jewish Memorial Hospital 27 SLRB No. 36; New York Eye and Ear Infirmary, 27 SLRB No. 51; Roosevelt Hospital, 27 SLRB No. 63.

14. Hayes Seventy-Third Corp. (Physicians Hospital), 26 SLRB 428, 429-431; Harlem Eye and Ear Hospital, 26 SLRB 583, 585; St. Barnabas Hospital for Chronic Diseases, et al., 26 SLRB 650, 653.

15. St. Clare's Hospital, 26 SLRB 504, 507; St. John's Queens Hospital, 26 SLRB 529, 533.

16. Glen Head Country Club, Inc., 26 SLRB 721, 723.

17. Maintenance Division has not invoked the craft proviso of Section 705 (2) of the Act. Thus, we are not called upon to determine whether the employees here involved constitute "a particular craft."

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than with the other service employees, such as porters, maids, nurses' aides, laundry and kitchen workers. There is no interchange between the employees of this department and any other department in the hospital.

In a number of cases, where no claim of representation had been made for a separate unit of skilled engineering maintenance department employees, we have found a combined service and maintenance unit to be appropriate. But where a separate unit of skilled maintenance employees has been sought, we found weighty considerations both for, and opposed to, the establishment of such a separate unit. Thus, in Wyckoff Heights Hospital, 27 SLRB No. 18, we stated:

> "On the one hand, they are a homogeneous group of skilled employees having relatively higher earnings and no interchange with the service employees, as well as a history of bargaining in, and Board decisions establishing, separate units of skilled building maintenance employees in non-hospital cases. On the other hand, there is our policy against over-compartmentalization of hospitals into numerous small bargaining units, and prior Board decisions (uncontested, to be sure) finding maintenance and service units appropriate in hospitals, as well as some history of bargaining in the hospital industry whereby the maintenance employees have been included in the same unit as the service employees. We find that these factors are equally balanced. Under these circumstances, especially the fact, that the engineer-maintenance employees perform types of services identified with traditional trades and crafts, we believe that the as yet unexpressed desires of these employees should be determinative. Accordingly, as we have done in similar situations, we shall ascertain, by a self-determination election, the desires of the engineer maintenance employees as to whether they prefer to bargain in a separate unit, or in a larger unit including the service employees."[18]

Nothing in the present record warrants a different determination here. Our formal unit finding herein will await the outcome of the self-determination election to be conducted among the employees of this department. If a majority of the eligible maintenance of plant and engineering department employees (excluding chief engineers, assistant chief engineers, clerk and maintenance supervisor) voting in the self-determination election prefer a separate unit, we shall find such a unit appropriate. In that event, we shall also find appropriate a unit consisting generally of the service employees.

Service Employees

The same considerations being present here, we shall exclude, in accord with our prior decisions, all administrative, supervisory, professional, office, clerical and technical employees, registered nurses and licensed practical nurses from the unit.

18. Misericordia Hospital, 27 SLRB No. 35; Jewish Memorial Hospital, 27 SLRB No. 36; Roosevelt Hospital, 27 SLRB No. 63.

The hospital is divided, for administrative purposes into four divisions: Comptroller, Nursing, General Services, and Special Services. In addition, there are certain medical departments which report directly to the director of the Hospital.

Comptroller Division

The employees in the accounting, credit and collection departments perform office and clerical duties, and will be excluded from the unit.

The parties stipulated, and we find, that the purchasing officer and head storekeeper in the purchasing department are supervisory employees and should be excluded from the unit. The secretary will be excluded as an office employee, as will the mimeograph operators-printers who handle confidential material. Housemen and storeroom clerks will be included in the unit.[19]

Nursing Division

All employees in the school of nursing and the nursing administration departments, consisting of registered nurses, secretaries, clerks, physicians, and receptionists or house mothers, will be excluded from the unit.

The special nursing services department includes central supply, operating and recovery rooms, ambulance service and emergency room. Registered nurses, licensed practical nurses, operating room technicians, secretaries, and the clerks in central supply and in the operating and recovery room, will be excluded from the unit. Nurses' aides, housemen and corps men will be included in the unit, as will the ward clerks, and the clerks in the emergency room, their services being similar to those of ward clerks.

The parties stipulated, and we find, that the chief ambulance driver is a supervisory employee and should be excluded from the unit. The remaining employees in the ambulance department, consisting of drivers, attendants and chauffeur, will be included in the unit.

General Services

The employees in the mail room and telephone departments perform office and clerical functions and will be excluded from the unit.

The guards employed in the security department are uniformed. They watch for pilferage, inspect packages and handbags of employees leaving the hospital, control visitors, and enforce the Hospital's rules and regulations. They will be excluded from the unit.[20]

The parties stipulated, and we find, that the executive housekeeper, the housekeeper in charge of the Pavilion, and the housekeeper supervisors in the housekeeping department all are supervisory employees and should be excluded from the unit. Housemen, maids and the seamstress will be included in the unit but we shall exclude clerks therefrom.

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[19] St. Clare's Hospital, 26 SLRB 504, 505; St. John's Queens Hospital, 26 SLRB 529, 531.

[20] The New York Infirmary, 27 SLRB No. 14.

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All employees in the laundry will be included in the unit, except the laundry manager and the assistant laundry manager, who, the parties stipulated, and we find, are supervisory employees.

The parties agree that all elevator operators in the elevator department are to be included in the unit.

The parties stipulated, and we find, that the chief dietician, the chef, the head cook (Prospect Heights Pavilion) and the cafeteria supervisor in the dietary department are supervisory employees and should be excluded from the unit. The Hospital operates a cafeteria at the main building and another at the Pavilion.[21] The cafeteria supervisor works at the main building. His functions are performed at the Pavilion by two employees classified as "dietary floor supervisor A." They, and each of the other dietary floor supervisors, A, B and C, supervise a crew and can affectively recommend discharge. We find that all dietary floor supervisors are supervisory employees, and will exclude them from the unit. The other employees in the dietary department, classified as food service workers A, B, C and D will be included in the unit.

Special Services Division

The parties stipulated that all employees in the personnel and public relations departments should be excluded from the unit. They are also in agreement as to the exclusion of all employees of the medical records, social services and cerebral palsy departments, except the secretaries, clerks and typists in those departments, whom the Employer would include. These employees perform office and clerical functions and we shall exclude them from the unit.

The parties also agree on the exclusion of all employees of the out-patient department, except licensed practical nurses, a nurses' aide-clerk, the cashier and clerks, whom the Employer would include. In accordance with our customary policy, we shall exclude the licensed practical nurses, the cashier and the clerks. The nurses' aide-clerk works in the maternity clinic. Her primary function is that of a receptionist-clerk. She schedules patients and requisitions their charts when they come in. We shall exclude her from the unit.

The admitting department consists of a chief admitting officer, a pre-admittance laboratory technician who is a registered nurse, admitting clerks, receptionists or information clerks, and doormen-pages. The parties agree on the exclusion of the chief admitting officer and the laboratory technician. The duties of the admitting clerks and receptionists or information clerks are office-clerical in nature, and we shall exclude them from the unit. The doormen-pages open the doors, assist patients with their luggage, and run errands. Their duties and interests are more closely allied to those of the service employees, and we shall include them in the unit.

The parties are in agreement that all employees in the pharmacy should be excluded except the housemen.

The physical therapy department consists of a director, therapists, a secretary, and a nurses' aide. The parties agree on the exclusion of the director and therapists and the inclusion of the nurses' aide. The Employer would include, and Local 144 would exclude, the secretary. The secretary's duties are office-clerical in nature, and we shall exclude her from the unit.

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[21] The cashiers are part of the accounting department and are excluded from the unit. (cf. Roosevelt Hospital, 27 SLRB No. 63)

Medical Departments

The parties agree on the exclusion of all employees in the medicine, administration, marine service and cancer detection departments.

The dental department consists of an intern, a dental hygienist, and a clerk. The hygienist instructs patients in proper dental hygiene and assists in, or herself does, the cleaning of patients' teeth. The clerk acts as a receptionist, and as a dental hygienist in the absence of the hygienist.. We shall exclude all of them from the unit.

The X-ray department consists of a director, radiologists, two chief technicians, and senior X-ray technicians, all of whom the parties agree should be excluded. There are also nurses' aides and dark room technicians whom the parties agree should be included in the unit. We agree as to the nurses' aides, but shall exclud[illegible]e dark-room technicians.[21a] The parties disagree as to the c[illegible]ks and medical secretaries in the department. The clerks file X-ray films and reports, and process charge slips, recording the cost of X-ray tests, which they forward to the accounting department. The medical secretaries type reports dictated by the radiologists. These employees perform office-clerical duties, and we shall exclude them from the unit.

The laboratory department consists of a director, assistants, cardiologists, two chief technicians, E.K.G. technicians, a laboratory aide who is a registered nurse engaged in research, a media technician, morgue attendant, secretaries, clerks and a houseman. The parties agree on the exclusion of the director, assistants, cardiologists, chief technicians, senior laboratory technicians and the laboratory aide, and the inclusion of the media technician, the houseman and the morgue attendant. We cannot agree to the inclusion of the media technician, whose duty is the preparation of cultures and nutriments to form the media used to grow and develop bacteria. The position requires a high school education and on the job training. As the employee's interests are more closely allied to those of other technical employees, we shall exclude him from the unit.[22] E.K.G. technicians also require training and skills, and we shall exclude them from the unit.[23] Sinc[illegible] duties of the secretaries and clerks are office-clerical in na[illegible]e, they too will be excluded from the unit.

The parties agree that the nurses' aide in the anesthesia department should be included in, and all other personnel in this department excluded from, the unit.

Conclusion

Our final unit determination herein will await the result of the self-determination election to be conducted among all full-time and regular part-time employees of the maintenance of plant and engineering department.

[21a] See Roosevelt Hospital, 27 SLRB No. 63.

[22] Hospital for Joint Diseases, 27 SLRB No. 44.

[23] Flushing Hospital & Dispensary, 26 SLRB 445, 447; The New York Infirmary, 27 SLRB No. 14.

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VI. The Election

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If a majority of the employees in that department, voting in the self-determination election, vote in favor of a separate unit, we shall find such a unit appropriate. In that event, we shall also find appropriate a unit consisting of all full-time and regular part-time service employees in the following departments:

Purchasing:	housemen, storeroom clerks;
Special Nursing Services:	nurses' aides, housemen, corps men, ward clerks, emergency room clerks, ambulance drivers (excluding chief ambulance driver), attendants, chauffeurs;
Housekeeping:	housemen, maids, seamstresses;
Laundry:	all employees (excluding laundry manager and assistant laundry manager);
Elevator:	elevator operators;
Dietary:	food service workers A, B, C and D (excluding dietary floor supervisors);
Admitting:	doormen-pages
Pharmacy:	housemen;
Physical Therapy:	nurses' aides;
X-ray:	nurses' aides;
Laboratory:	housemen, morgue attendants (excluding media technicians and E. K. G. technicians);
Anesthesia:	nurses' aides;

(excluding administrators, professional, supervisory, confidential, office, clerical, and technical employees, registered nurses, licensed practical nurses, pharmacists, social workers, therapists, technicians, medical records librarians, and employees in the telephone, security, out-patient, and maintenance of plant and engineering departments) employed by The Long Island College Hospital at the main building located at 340 Henry Street, and the Pavilion located at the corner of Washington Avenue and St. John's Place, both in the Borough of Brooklyn, City and State of New York.

If a majority of the maintenance of plant and engineering department employees, voting in the self-determination election, do not signify a desire to bargain separately, we shall find appropriate a single unit comprised of them and the service employees.

VI. The Elections

The elections directed herein will be conducted simultaneously.

The service employees will be furnished the Board's usual form of ballot, upon which they will be asked to indicate whether or not they desire to be represented for the purposes of collective bargaining by Local 144.

The ballot to be used by the maintenance of plant and engineering department employees will set forth three questions, in substance, as follows:

1. Do you want a separate bargaining unit limited only to maintenance of plant and engineering department employees? (to be answered "Yes" or "No")
2. If there is a separate unit of maintenance of plant and engineering department employees, do you then desire to be represented for the purposes of collective bargaining by Maintenance Division, or by Local 144, or by neither?

3. If there is a combined unit of maintenance of plant and engineering department employees and service employees, do you then desire to be represented for the purposes of collective bargaining by Local 144? (to be answered "Yes" or "No")[24]

If a majority of the answers to Question "1" are affirmative, we shall find a separate maintenance of plant and engineering department unit to be appropriate, and shall tally the votes of these employees on Question "2", disregarding Question "3". In that event, we shall also find a separate unit of service employees to be appropriate, and shall tally the votes of the service employees in that unit.

On the other hand, if a majority of these voters do not answer Question "1" affirmatively, we shall then find a combined unit of service employees and maintenance of plant and engineering department employees to be appropriate. In that event, we shall mingle the ballots of the maintenance of plant and engineering department employees with the ballots of the service employees, tallying the votes of the plant and engineering department employees on Question "3", and the votes of the service employees.[25] Only one over-all total will be given, and we shall not separately report the results of the service and of the maintenance of plant and engineering department employees.

Regular part-time employees, who worked at least one day a week in any ten of the thirteen calendar weeks immediately preceding the date of the Direction of Elections herein, shall be eligible to vote.[26]

ORDER

and

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the New York State Labor Relations Board by the New York State Labor Relations Act, it is hereby

ORDERED, that the application of Local 1199, Drug & Hospital Employees Union, AFL-CIO, to withdraw its application to intervene in Case Number SE-37117 be, and the same hereby is, granted; and it is

DIRECTED, that, as part of the investigation authorized by the Board, elections by secret ballot shall be conducted within twenty (20) days from the date hereof, under the supervision of the Board of its agents, at a time, place and during hours to be fixed by the Board:

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[24] Maintenance Division will not appear on the ballot for the service employees, or on Question "3" of the maintenance of plant and engineering department employees' ballot, because it does not claim representative status in a service unit, or in a combined service and maintenance of plant and engineering department unit.

[25] In this instance, the answers to Question "2" will be disregarded.

[26] St. Clare's Hospital, 26 SLRB 504, 507; St. John's Queens Hospital, 26 SLRB 529, 533.

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nce of plant and engineering

estion "2" will be disregarded.

507; St. John's Queens

A. To determine whether or not the maintenance of plant and engineering department employees specified in Section "V", above, including all full-time employees employed during the payroll period immediately preceding the date of this Direction of Elections, and all regular part-time employees who worked at least one day a week in any ten of the thirteen calendar weeks immediately preceding the date of this Direction of Elections (other than those who have voluntarily quit, or who have been discharged for cause before the date of the elections),

(1) desire a separate unit for the purpose of collective bargaining, limited to maintenance of plant and engineering department employees; and

(2) whether, if such a separate unit of maintenance of plant and engineering department employees is established, they desire to be represented for the purposes of collective bargaining by Maintenance Division of the Building and Construction Trades Council, or by Local 144, Hospital Division, BSEIU, AFL-CIO, or by neither: and

(3) if a combined unit of maintenance of plant and engineering departement and service employees is established, whether or not they desire to be represented for the purpose of collective bargaining by Local 144, Hospital Division, BSEIU, AFL-CIO; and

B. To determine whether or not the service employees specified in Section "V", above, including all full-time employees employed during the payroll period immediately preceding the date of this Direction of Elections, and all regular part-time employees who worked at least one day a week in any ten of the thirteen calendar weeks immediately preceding the date of this Direction of Elections (other than those who have voluntarily quit, or who have been discharged for cause before the date of the elections), desire to be represented for the purposes of collective bargaining by Local 144, Hospital Division, BSEIU, AFL-CIO; and it is further

DIRECTED, that, if a majority of the maintenance of plant and engineering department employees voting in the election directed in paragraph "A", above, vote in favor of the establishment of a separate unit of maintenance of plant and engineering department employees,

1. The votes of the said maintenance plant and engineering department employees on the question set forth in paragraph "A" (2), above, shall be separately tallied; and
2. The votes of the service employees in the election directed in paragraph "B", above, shall be separately tallied; and it is further

DIRECTED, that if a majority of the maintenance of plant and engineering department employees voting in the election directed in paragraph "A (1)", above, do not vote in favor of the establishment of a separate unit of maintenance of plant and engineering department employees, the ballots of said maintenance of plant and engineering department employees on the question set forth in paragraph "A (3)", above, shall be mingled with the ballots of the service employees voting in the election directed in paragraph "B", above, and a combined tally shall be made.

Dated: New York, N.Y.
July 6, 1964

NEW YORK STATE
LABOR RELATIONS BOARD

In the Matter of

THE SULLIVAN COUNTY HA
RACING ASSOCIATION, INC.

-and-

LOUIS COHEN

-and-

HENRY COHEN

APPEARANCES:

Richard J. Horrig
for the Board

Henry G. Friedla
and Leon Greenbe
for Respondent

Louis Cohen and
pro se

D

Upon amended c
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Case No. SU-36981, the B
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On September
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NEW YORK STATE
LABOR RELATIONS BOARD
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In the Matter of :

THE LONG ISLAND COLLEGE HOSPITAL :

-and- : 34 SLRB NO. 48
CASE NO. SU-43142

LOCAL 144, HOSPITAL AND ALLIED :
SERVICE EMPLOYEES UNION, SEIU,
AFL-CIO :
------------------------------x

APPEARANCES:

Edward V. Alfieri, Esq.
for the Board

Kelley Drye Warren Clark Carr
& Ellis, Esqs.
by Eugene T. D'Ablemont, Esq.
for Respondent

Vladeck, Elias, Frankle, Vladeck
& Lewis, Esqs.
by Judith Vladeck and Sheldon Englehard, Esqs.
for the Union

DECISION

and

ORDER

On August 28, 1970, Oscar Forster, Esquire, Trial Examiner, issued his Intermediate Report herein, a copy of which is attached hereto and made a part hereof. He found that Respondent had engaged in, and is engaging in, unfair labor practices as alleged in the complaint. Copies of the Intermediate Report were duly served upon all parties. On November 2, 1970, Respondent filed exceptions thereto, and thereafter filed a brief.

On November 12, 1970, Respondent filed a motion to re-open the hearing. The Board's litigation attorney and the Union's attorney filed affidavits in opposition to the motion. On December 3, 1970, the Board denied the motion. (Decision No. 12933) On December 15th, Respondent filed a motion to reconsider this denial. For reasons discussed below, the Board denies Respondent's motion for reconsideration.

Respondent also excepts, or repeats its exceptions, to all the rulings, findings and administrative decisions made by the Board from July 1, 1963, when the Union filed its representation petition in Case No. SE-37117, to date. We have reviewed the entire record of these proceedings and the motions and papers filed therein and hereby affirm all findings and decisions heretofore made. We have also reviewed the rulings made by the Trial Examiner at the hearing herein and, with one exception to be discussed below, we find no prejudicial error therein and affirm these rulings.

Upon its consideration of the entire record, the Trial Examiner's Intermediate Report and the exceptions thereto and brief, the Board accepts the recommendations of the Trial Examiner and adopts his discussion of the evidence in the Intermediate Report as the opinion of the Board herein, with the following additional comments: [1]

A. THE REPRESENTATION PROCEEDING

1. The Appropriate Bargaining Unit

Respondent contends that the Board departed in this case from its traditional practice of finding a unit of service and maintenance employees appropriate by permitting the skilled maintenance employees to determine whether or not they desire to bargain in a separate unit.

The Board set forth its policy with respect to this issue when first confronted with it in Wyckoff Heights Hospital, 27 SLRB 75, 80-83, and again in the representation proceeding herein, 27 SLRB 405, 410-412. Since that time we have, upon proper request, directed self-determination elections among similar skilled maintenance employees at numerous hospitals. [2] Significantly, virtually all of these have chosen to bargain as a separate unit.

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[1] Because of the special circumstances herein, Respondent will not be directed to post a notice to its employees. (See Roosevelt Hospital, 32 SLRB 398, 412).

[2] See, for example, The Hospital for Special Surgery, 27 SLRB 455; South Nassau Communities Hospital, 28 SLRB 291; St. Luke's Hospital of Newburgh, N.Y., 29 SLRB 254; Roosevelt Hospital, 29 SLRB 378 and 29 SLRB 457; St. Luke's Memorial Hospital Center, 30 SLRB 345; The Society of the New York Hospital, 29 SLRB 283, and 33 SLRB No. 21; The University Hospital of New York University Medical Center, 30 SLRB 259; Mercy Hospital of Buffalo, 31 SLRB 347; Buffalo General Hospital, 31 SLRB 342; Booth Memorial Hospital, 31 SLRB 407. In addition, several such elections have been conducted upon consent of the parties.

2. Consolidation of Petitions of Local 144 and Maintenance Division

In its exceptions to the Trial Examiner's Intermediate Report, Respondent contends that Maintenance Division of the Building & Construction Trades Council, herein called Maintenance Division, should not have been permitted to "intervene" in the representation proceeding because its application was not timely.

Maintenance Division did not make application to intervene in Case No. SE-37117 then pending before the Board, [3] but had filed its own petition in Case No. SE-38062 for an election in a unit of skilled maintenance employees, as distinct from the service and maintenance unit originally sought by Local 144, the Union involved in this proceeding. No Decision and Direction of Election had as yet been issued upon the petition of Local 144. Since two unions were seeking representation in conflicting and overlapping bargaining units in the same institution, the Board, in the exercise of its discretion, ordered the proceedings consolidated. [4] The Board thereby afforded to all interested parties an opportunity to present evidence on the issues involved, and made available to the affected employees the broadest possible choice. [5]

In a matter so vitally affecting the public interest, the Board need not always adhere literally to its procedural rules concerning the timeliness of applications, but may seek to protect the interests of all parties, including the employees. Where the substantive rights of individuals are not prejudiced, procedural rules may be relaxed when the ends of justice and equity so require. [6] The Board acts in the public interest, not in the vindication of private rights. [7]

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[3] In any event, Section 41 of the Board's General Rules and Regulations, while permitting intervention, does not require that in every case a motion to intervene be denied for failure to comply with the directions of the Rule. Rather, the matter is left to the sound discretion of the Trial Examiner. The usual practice is to be liberal in allowing intervention in representation proceedings, particularly when the best interests of all parties, including the affected employees, will best be served thereby.

[4] Board's General Rules and Regulations, Section 42.

[5] Section 705 (4) of the Act provides: "The board shall have power to determine who may participate in the election. . ."

[6] Matter of Lake Placid Club v. Abrams, 6 AD 2d 469, aff'd 6 NY 2d 857; N.L.R.B. v. Monsanto Chemical Co., 205 F.2d 763.

[7] Act, Section 700; N.Y.S.L.R.B. v. Holland Laundry, Inc., 294 N.Y. 480, 495; Amalgamated Utilities Workers v. Con. Ed. Co., 309 U.S. 261, 270; N.L.R.B. v. Raytheon Company, 398 U.S. 25; N.L.R.B. v. Federal Engineering Co., 153 F. 2d 233, 234; Olin Industries v. N.L.R.B., 192 F. 2d 799; N.L.R.B. v. Albritton Engineering Co., 340 F. 2d 281, 286.

Respondent was in no way prejudiced by what occurred here. If the Board had denied the motion of Maintenance Division to intervene, and Local 144 had lost the election in the larger unit as it did, Maintenance Division could then have proceeded with its own petition -- or filed a new one -- seeking a unit limited to skilled maintenance employees. The procedure actually followed by the Board avoided unnecessary duplication and repetition of hearings and elections, by combining all in a single proceeding.

In the instant case, the public interest required a consolidated hearing in order that all the parties interested might have the opportunity to adduce evidence on the issues to be resolved by the Board. By holding the consolidated hearing and by directing the elections, the Board gave the voters a full opportunity to express their preferences not only between units but also between competing unions.

B. AFFIRMATIVE DEFENSES IN THE UNFAIR LABOR PRACTICE PROCEEDING RELATING TO THE ELECTION

In its answer in this unfair labor practice proceeding, Respondent, as some of its affirmative defenses, repeated the allegations made in its original election objections in the representation proceeding.

The Board had dismissed those objections administratively without a hearing because of insufficient supporting data. Section 17 of the Board's General Rules and Regulations provides that, upon the filing of objections to an election, the Board "may direct oral argument to be heard before it, or direct that hearings be held before a Trial Examiner, or otherwise investigate or make its determination with respect to the objections . . ." The primary purpose of a formal hearing is to resolve any conflicting factual disputes upon which disposition of the underlying issues depends. When, however, there is no substantial material issue of fact presented, the Board, in its discretion, may dispense with a hearing. [8] Here the Board had determined that the facts alleged and supporting data submitted were not sufficient to warrant a hearing, and dismissed the objections. [9]

Nonetheless, at the hearing herein the Trial Examiner, in the exercise of his discretion, permitted Respondent to introduce evidence in support of these affirmative defenses. Under the special circumstances presented in this case, we affirm that ruling. Respondent was thereby afforded an opportunity to offer evidence in support of its original election objections. Like the Trial Examiner, we find that the evidence adduced does not support the objections. Upon the basis of the record before the Board at the time it dismissed the election objections, as confirmed by the present record, we adhere to our administrative determination dismissing the objections without a hearing.

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[8] N.L.R.B. v. Capitan Drilling Co., 408 F. 2d 676; N.L.R.B. v. Louisville Chair Co., 385 F. 2d 922, 926, cert. den. 390 U.S. 1013.

[9] Dec. No. 11210.

1. The Form of the Ballot in the Self-Determination Election

Respondent contends that the ballot was in English only, whereas some of the voters were Spanish-speaking. As the Trial Examiner points out, all the voters had a sufficient command of the English language to understand the ballot. [10] In fact, all the employees were required to pass an examination in English in order to obtain their jobs.

Respondent also asserts that the form of the ballot was complex and confusing. Notices of the election were posted and sample ballots distributed, thereby familiarizing the employee-voters with the form of the ballot. Respondent itself conducted about 10 meetings, attendance at which was compulsory, during which employees were thoroughly instructed in the mechanics of voting. The meetings were conducted by Donald D. Rowe, a communications consultant retained by Respondent, who testified that at the meetings ". . . there was a great deal of emphasis on what the election would be all about, what the procedures would be, how they would vote, why it was important for them to vote, what the vote would determine, all the details of the election, . . ." We are satisfied that the employees had full knowledge of the nature and meaning of the ballot, and had no reasonable basis for being confused. [11] This same type of ballot has been used in many other hospital elections, not only among skilled maintenance employees, but also when the craft or the professional proviso of Section 705 (2) of the Act has been invoked.

We find no merit in Respondent's contentions with respect to the form of the ballot.

2. Conduct of the Union Before the Election

Two election campaigns were being conducted simultaneously both by the Union and by Respondent, in the maintenance unit and in the service unit. On July 22, 1964, the Union lost the election in the service unit, but received a majority of the votes in the maintenance unit. The Union filed objections to the election in the service unit, and Respondent, in the maintenance unit. After a thorough investigation, the Board dismissed the objections filed by both parties without a hearing. [12]

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[10] Marriott-In-Flite Services Division v. N.L.R.B., 417 F. 2d 563, cert. den. 397 U.S. 920, and other cases cited by Respondent are not applicable. They deal with employees who could not read English but were required to use English ballots.

[11] N.L.R.B. v. Lowell Corrugated Container Corp., 431 F. 2d 1196; N.L.R.B. v. Bayliss Trucking Corp., 432 F. 2d 1025; Craft Mfg. Co. v. International AUW., AFL-CIO, 122 N.L.R.B. 341.

[12] Dec. No. 11221 (Union's objections), and Dec. No. 11210 (Respondent's objections).

As the record amply demonstrates, both Respondent and the Union carried on a vigorous campaign during the weeks immediately preceding the election. There were numerous charges and counter-charges, meetings conducted by Respondent at which attendance was compulsory, leaflets and circulars distributed by both sides, telegrams, answering telegrams, and an anonymous letter purportedly sent by someone representing management. It is within the context of this vigorous and verbose campaign that the alleged misrepresentations made by the Union in its special bulletin of July 20th, two days before the election, must be examined and appraised. The advantages and disadvantages of unionism were clearly a major campaign issue. Respondent stressed the cost of joining the Union and made every effort to call the attention of the employee-voters to the payment of dues and to any other alleged disadvantages of unionism. The Union countered by showing wage and salary gains achieved under Union contracts with other hospitals. Respondent replied by urging employees to beware of "Union bosses, shady deals."

To support its contention that the election should have been set aside because of alleged misrepresentation in the Union's literature, Respondent relies upon certain federal Circuit Court of Appeals decisions. [13] These hold that the misrepresentations involved were so material that the desires of the employees could not be determined from an election; that the misrepresentations came from a party who had special knowledge or was in an authoritative position to know the true facts; and that the other party did not have sufficient time or opportunity to correct the misrepresentations before the election. This line of cases relied upon by Respondent has been criticized by legal scholars. [14] In any event, many of the factors relied upon by the courts are not present here.

In the case before us, both sides distributed flyers simultaneously on the topic dealing with the contract. [15] The Union did not have exclusive knowledge of the provisions of the contracts which became an issue in the election campaign. They were readily available to, if not already in the possession of, Respondent. Although Respondent eventually decided not to reply directly to the Union's statement, it did in fact issue a flyer which, because of its almost simultaneous distribution, served as a rebuttal. [16]

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13. N.L.R.B. v. Trancoa Chemical Corp., 303 F.2d 456; Gallenkamp Stores Co., v. N.L.R.B., 402 F.2d 525; N.L.R.B. v. Bata Shoe Co., 377 F.2d 821, cert. den. 389 U.S. 917.

14. See, for example, Derek C. Bok: THE REGULATION OF CAMPAIGN TACTICS IN REPRESENTATION ELECTIONS UNDER THE NATIONAL LABOR RELATIONS ACT, 78 Harvard Law Review 38, 82-92.

15. See Union's Exhibit #2 distributed by Respondent and Board's Exhibit #6E distributed by the Union.

16. Union's Exhibit #2. Buffalo General Hospital, 29 SLRB 33, 34-35.

It is not the role of the Board to censor every sentence or phrase of campaign rhetoric, or to try to fix the precise amount of allowable hyperbole. [17] It is within our province at most to determine whether the successful party acted in such an excessive manner under all the circumstances as unfairly to influence the voters and thus deprive them of their freedom of choice. The controlling question is not whether the Union's special bulletin was in and of itself erroneous, but whether, taken in context with all that preceded and followed, it was reasonably likely to substantially mislead the voters.

Among the crucial considerations in such an appraisal is whether or not Respondent had an opportunity to reply. [18] The record here shows that the top hospital executives were present and available at an all-night session on the night of July 20th when the distribution of the Union's special bulletin began. There was still time to distribute an answer on the following day. Respondent's witness Rowe testified that, after discussion, it was decided not to respond. As one court observed when confronted with a similar situation: "Having deliberately by-passed its opportunity to reply, the Respondent cannot now contend that the Union campaign material, which was refutable, prevented the exercise of a free choice by its employees in the election of their bargaining representative." [19]

There are Circuit Court of Appeals decisions contrary to those relied upon by Respondent which are equally or more persuasive. [20] In related fields the United States Supreme Court has emphasized that the public policy of the First Amendment guaranteeing the right of free speech is to encourage full and free discussion of matters of public interest without the restraining fear that some tribunal will later sit in judgment upon the alleged falsity of certain statements which had been made in the course of such public discussion. [21] The primary consideration is to guarantee a free and open discussion by all interested parties of all relevant facts without fear of a later ex post facto inquisition into the minute details of that discussion. [22]

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17. Millard Fillmore Hospital, 28 SLRB 525, 527.

18. Millard Fillmore Hospital, 28 SLRB 525, 527 and cases there cited.

19. N.L.R.B. v. Louisville Chair Co., 385 F.2d 922, 925, cert. den., 390 U.S. 1013.

20. See, for example, Pepperell Mfg. Co. v. N.L.R.B., 403 F.2d 520; N.L.R.B. v. Louisville Chair Co., 385 F.2d 922, cert. den. 390 U.S. 1013; Anchor Manufacturing Company v. N.L.R.B., 300 F.2d 301.

21. See, for example, New York Times Company v. Sullivan, 376 U.S. 254, 266-274; Rosenbloom v. Metromedia, 6/7/71, __U.S.__.

22. We are dealing here only with alleged misrepresentations. The problem of alleged coercion by one who has economic dominance over the employees is entirely different. (See, for example, N.L.R.B. v. Exchange Parts Co., 375 U.S. 405, 409; Medo Photo Supply Corp. v. N.L.R.B. 321 U.S. 678, 686; Roma Iron Works, Inc., 32 SLRB 521, 522, 536, and cases there cited.)

Accordingly, in the context of the entire vigorous campaign conducted by both parties, we find that the statements made by the Union in its special bulletin of July 20th could not reasonably be expected to have had a significant or an unlawful impact on the election so as to constitute improper interference with the free choice of a bargaining representative. [23]

3. The Union's Conduct During the Election

Respondent contends that the conduct at the polls of Union President Ottley interfered with the employees' free choice in selecting a representative. Affixed to its answer herein Respondent produced the affidavit [24] of one of its observers at the election, Sherrill Retrey, to the effect that Ottley and other union officials were seen within 50 feet of the polls while the election was in progress. Retrey's testimony at the hearing differed from her earlier affidavit. She testified orally that she saw only Ottley within the proscribed area. Significantly, according to her testimony as well as that of Board agent Richard Leary, Ottley did not talk to a single voter. [25] Leary also testified that he saw only Ottley and no other Union officials within the 50 foot area, and that he saw Ottley only once.

It is "electioneering" within the restricted area which is forbidden. There is no evidence that Ottley solicited votes for the Union, which constitutes the essence of electioneering. [26] The mere presence of a Union official does not violate the instructions in the Board's Notice of Election. [27] In fact, Union officials, by agreement of the parties, sometimes serve as observers at elections. Indeed, we pointed out many years ago: "...as a matter of courtesy, and to provide an added opportunity to observe the method, fairness and secrecy of the election, such persons in authority [in either management or the union] are permitted to visit the polling place for brief periods." [28]

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23. Millard Fillmore Hospital, 28 SLRB 525, 527; Brooklyn Eye & Ear Hospital, 29 SLRB 398, 402; St. John's Queens Hospital, 31 SLRB 395, 402; N.L.R.B. v. Louisville Chair Co., 385 F.2d 922, 925, cert. den. 390 U.S. 1013.

24. This affidavit was merely a part of the pleadings, and does not itself constitute evidence upon the merits of the issues to be resolved by the Board.

25. The Society of the New York Hospital, 34 SLRB No. 3 and cases cited in footnote 16 therein.

26. The Society of the New York Hospital, 34 SLRB No. 3; Troy Spring Works, Inc., 22 SLRB 69, 73; See also Wyckoff Heights Hospital, 28 SLRB 321, 327.

27. Star Industrial Service Co., Inc., 32 SLRB 546, 547; Saint Peter's Hospital, etc., 28 SLRB 516, 519; Versailles Restaurant, 4 SLRB 90, 94.

28. Board's Report (1937-1939), p. 33.

We find that nothing in Ottley's brief appearance near the polling place improperly interfered with the employees' freedom of choice in the election.

4. Tally of Ballots

Forty-seven maintenance employees voted in the self-determination election. Of these, 21 ballots were cast in favor of a separate unit, 5 against a separate unit, 20 ballots were blank, and 1 was challenged. Respondent insists in its brief (pp. 81-88) that the Board erred in the computation of a majority by disregarding the blank ballots. It maintains that the blank ballots should have been included among the total number of ballots, because those who cast them "participated" in the election; and that if blank ballots were counted, the 21 ballots cast in favor of a separate unit did not constitute a majority of the 47 total ballots cast.

Since its inception, the Board has not counted blank or void ballots in computing the total number of votes cast, and has certified the union which wins a majority of the valid ballots cast. As we stated in 1939 in Hotel St. George Corporation, 2 SLRB 590, 595:

> "Those who do not participate in an election are presumed to assent to the expressed will of the majority of those voting. Persons who cast blank or defective ballots are no more participants in an election than are persons who do not appear at the polls at all. [29] ....It follows that in determining the question of a majority, only ballots validly cast are to be considered, and that blank and void votes cannot be included in the totals comprising those voting or participating."

The Board has consistently followed this same practice. [30]

C. DELAY IN FILING THE UNFAIR LABOR PRACTICE CHARGES

Respondent contends that it has been prejudiced by the Union's delay, after issuance of the Board's Certification of Representatives, in seeking to enforce collective bargaining by not immediately filing the unfair labor charge in this proceeding. The Union instead had invoked the mediation and arbitration procedures of Section 716 of the Act.

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[29] Association of Clerical Employees v. Brotherhood of Railway & Steamship Clerks, 85 F.2d 152; Sorg Paper Company, 9 NLRB 136; International Nickel Company, Inc., 17 NLRB 35; Interlake Company, 4 NLRB 55, 61.

[30] Metropolitan New York Nursing Home Association, Inc., 29 SLRB 69, 71. See also Vulcan Furniture Mfg. Corp., 97 NLRB 1116; N.L.R.B. v. Whittier Mills Company, 111 F.2d 474.

Respondent instituted certain court proceedings which culminated in a 4-3 Court of Appeals decision, reversing all lower court decisions to the contrary, sustaining Respondent's contention that, if it wished to do so, it had a right to obtain judicial review of the Board's certification following an unfair labor practice proceeding. [31] The instant proceeding will afford it that opportunity under the procedure provided by the Act. [32] During the several years consumed by all this litigation, Respondent alleges, there has been a turnover of personnel in the appropriate unit.

In Roosevelt Hospital v. N.Y.S.L.R.B., [33] the Court of Appeals affirmed the Board's extention of the life of its certification, under Section 19 of the Board's General Rules and Regulations, because of time consumed in litigating the construction of Section 716 of the Act. That case is determinative of the present issue, and for the same reasons we are extending the life of the certification herein. Any other disposition would encourage this and other employers to engage in procrastination in the hopes that, if enough time elapses, the normal one-year life of the Board's certification will have expired.

D. THE MOTIONS TO REOPEN THE HEARING

On November 12, 1970, Respondent moved to reopen the hearing on the grounds (1) that there was newly discovered evidence and (2) that conflicting rulings of two of the Board's Trial Examiners in different cases deprived Respondent of due process and equal protection of the laws.

The alleged newly discovered evidence consists of the testimony of Board agent Richard Leary in another Board proceeding, [34] that he "always" prepares a memorandum for the Board when there are election objections. At the hearing herein, the Trial Examiner had ruled that Leary did not have to answer a question as to whether or not he had prepared such a memorandum here.

On December 3, 1970, the Board denied the motion to reopen the hearing, but granted the motion to the extent that it ordered that a memorandum prepared by Leary the day after the election be received in evidence and marked Board's Exhibit 18. [35] The Board overruled the Trial Examiner in not permitting the witness to answer the question as to whether he had made such a memorandum but found that no useful purpose would be served by reopening the hearing. [36]

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[31] The Long Island College Hospital v. Catherwood, 23 N Y 2d 20; reversing 26 AD 2d 543 and 155 N.Y.L.J. No. 84, p. 18.

[32] Act, Sections 707 (4) and 716 (6).

[33] 27 N Y 2d 25.

[34] The Society of The New York Hospital, 34 SLRB No. 3.

On December 15, 1970, Respondent moved the Board to reconsider the denial of the motion to reopen, and that it be allowed to cross-examine Leary. Answering affidavits were filed by the Union and by the Board's Associate General Counsel.

Section 58 of the Board's General Rules and Regulations provides that hearings may be reopened on motion because of newly discovered evidence. An application for reopening a hearing is addressed to the discretion of the Board. [37] For the purpose of the motion to reopen, the Board assumed that all the non-conclusionary and non-argumentative statements made in the papers accompanying the motion were true and accurate. The evidence so offered was unnecessary and irrelevant, since Leary's testimony was not germane to any of the determinative issues of the case, and his credibility was not involved. [38] As stated above, nothing to which either Leary or any witness for Respondent testified was material on the question of electioneering, the matter upon which Respondent sought to examine him.

Respondent relies upon Jencks v. U.S.A. [39] There it was held that it was not for the judge alone to decide whether the document sought to be produced is material without exhibiting it to the opposing party, [40] but for the defendant's counsel to determine whether or not he wished to cross-examine on it. Here, the Board has produced Leary's memorandum and furnished a copy of it to Respondent. On its face, it is clearly immaterial to the issue of electioneering for

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35. The affidavit by Leary, verified November 25, 1970, relating to his earlier memorandum, was not an "answering" affidavit upon the motion to reopen the hearing, but was prepared at the request of the Board after it had determined to reverse the Trial Examiner's ruling. Leary was a disinterested witness and not a party. Therefore, its timeliness under Rule 39 is irrelevant. Moreover, the Board may waive rules as to timeliness. See Lake Placid Club v. Abrams, 6 A D 2d 469, aff'd 6 N Y 2d 817.

36. Dec. No. 12933.

37. The Society of The New York Hospital, 34 SLRB No. 3; Scialli Holding Corporation, 32 SLRB 93; U.S. v. Pierce Auto Freight Lines, 327 U.S. 515, 535; RCA v. U.S., 341 U.S. 412, 420.

38. Respondent's assertion that it had a right to attack Leary's credibility by using his own memorandum is irrelevant, since none of the Board's findings herein rest upon crediting Leary's testimony and discrediting contrary testimony offered on behalf of Respondent.

39. 353 U.S. 657.

40. The document must be material before it need be produced. Communist Party of the U.S. v. Subversive Act Control Bd., 254 F. 2d 314, 328.

which Respondent sought to examine it. Once produced, neither the Jencks case, nor the constitution, [41] can be tortured into requiring a reopening of the hearing for the trial of needless and collateral issues. [42] On its face nothing in Leary's memorandum would give Respondent a license to engage in fruitless and endless cross-examination. [43]

Accordingly, the Board hereby denies Respondent's motion for a reconsideration of its denial of the motion to reopen the hearing.

Upon its consideration of the entire record, the Board makes the following:

FINDINGS OF FACT

1. Respondent, The Long Island College Hospital, a domestic membership corporation, owns, operates, manages and controls a voluntary non-profitmaking hospital located at 340 Henry Street, and a Pavilion located at the corner of Washington Avenue and St. Johns Place, Borough of Brooklyn, City and State of New York.

2. Local 144, Hotel and Allied Service Employees Union, SEIU, AFL-CIO, herein called the Union, is a labor organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employees concerning grievances, terms or conditions of employment, or of other mutual aid or protection.

3. All full time and regular part time employees in the maintenance of plant and engineering department (excluding chief engineers, assistant chief engineers, maintenance supervisor and clerk) employed by Respondent at 340 Henry Street and the Pavilion located at the corner of Washington Avenue and St. Johns Place, Borough of Brooklyn, City and State of New York, constitute a unit appropriate for the purposes of collective bargaining.

4. On December 28, 1964, the Board certified the Union as the exclusive bargaining representative of the employees in the appropriate unit described in Finding 3, above.

5. Local 144 continues to be the exclusive bargaining representative of the employees in the appropriate unit described in Finding 3, above, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

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[41] The courts have not determined whether the rule of the Jencks case is constitutional or statutory. (See N.L.R.B. v. Capitol Fish Co., 294 F. 2d 868, 869).

[42] Palermo v. U.S., 360 U.S. 343, 355.

[43] Leary's memorandum merely repeats the information contained in the Report on Count, which was served on the parties after the election, and was already in evidence. (Board's Exhibit 5) Thus, Respondent already had the opportunity to cross-examine Leary on those matters.

and State of New York, in respect to rates of pay, wages, hours of employment and other conditions of employment;

2. Take the following affirmative action which the Board finds is necessary to effectuate the policies of the Act: upon request, bargain collectively in good faith with Local 144, Hotel and Allied Service Employees Union, SEIU, AFL-CIO, as the exclusive bargaining representative of all full time and regular part time employees in the maintenance of plant and engineering department (excluding chief engineers, assistant chief engineers, maintenance supervisor and clerk) employed by Respondent at 340 Henry Street and the Pavilion located at the corner of Washington Avenue and St. Johns Place, Borough of Brooklyn, City and State of New York, in respect to rates of pay, wages, hours of employment and other conditions of employment and, if an understanding is reached, embody it in a signed agreement with the Union; and it is further

ORDERED, that the Certification of Representative (Dec. No. 11210) issued by the Board in Case Nos. SE-37117 and SE-38062, dated December 28, 1964, is extended for the period of one year from the date of the issuance of this Decision and Order, or from the completion of any judicial review thereof which may follow.

Dated: New York, N.Y.
June 30, 1971

Jay Kramer, Chairman of the Board, abstained and did not participate in the consideration of this proceeding.

NEW YORK STATE
LABOR RELATIONS BOARD

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In the Matter of

THE LONG ISLAND COLLEGE HOSPITAL

- and -

LOCAL 144, HOTEL & ALLIED SERVICE
EMPLOYEES UNION, SEIU, AFL-CIO

CASE NO. SU-43142

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APPEARANCES:

Edward V. Alfieri, Esq., and
Robert D. Steinberg, Esq.
for the Board

Kelley Drye Warren Clark-Carr & Ellis, Esqs.
by Eugene T. D'Ablemont, Esq.
for Respondent

Vladeck, Elias, Frankle, Vladeck & Lewis, Esqs.
by Judith Vladeck and Sheldon Englehard, Esqs.
for the Union

INTERMEDIATE REPORT
# of the
TRIAL EXAMINER

Statement

On the basis of a charge filed on May 7, 1969 by Local 144, Hotel & Allied Service Employees Union, SEIU, AFL-CIO, herein called Local 144, the New York State Labor Relations Board, herein called the Board, duly issued its complaint on May 16, 1969 against The Long Island College Hospital, herein called Respondent, alleging, in substance, that Respondent had engaged in, and is engaging in, unfair labor practices in violation of Section 704 (6) of the New York State Labor Relations Act, herein called the Act.

The complaint, charge and notice of hearing were duly served upon Respondent and Local 144.

On June 4, 1969 Respondent filed an answer, denying in substance, the material allegations of the complaint, except that it admitted that it had refused to bargain collectively with Local 144 in order to seek court review of "the constitutionality and validity of the legislation under which the New York State Labor Relations Board purported to act and the propriety and validity of the Board's acts pursuant to such legislation." The answer also alleges certain affirmative defenses. [1] A motion by the Board's attorney, and joined in by counsel for Local 144, to strike certain portions of the answer was granted in part and denied in part. Denied was the motion to strike paragraph "6" of the amended answer, which alleged, in substance, an affirmative defense that the Board's certification of Local 144 was invalid for various reasons set forth therein. This defense will be discussed at length below.

A hearing was held on eight days between June 11 and August 15, 1969, before Trial Examiner Oscar Forster, Esquire, duly designated by the Board.

At the close of the Board's case, Respondent moved to dismiss the complaint, alleging a failure of proof. I reserved decision on said motion. For reasons appearing later in this report, I recommend that the Board deny said motion.

Briefs filed by the Board's attorney and counsel for Respondent and for the Union have been carefully reviewed and considered.

Upon the basis of the entire record, the briefs and from my observation of the witnesses, I recommend that the Board make the following:

FINDINGS OF FACT

I. Respondent

The Long Island College Hospital is a voluntary, non-profit hospital with its main building located at 340 Henry Street, Borough of Brooklyn, City and State of New York.

II. The Union

It was stipulated, and the undersigned finds, that Local 144 is a labor organization, which exists and is constituted for the purposes, in whole or in part, of collective bargaining, or of dealing with employers concerning grievances, terms or conditions of employment or of other mutual aid or protection.

III. Jurisdiction of the Board

In the prior representation proceeding (27 SLRB 405), the Board found that it had jurisdiction over Respondent. Nothing in the present record warrants a different determination herein. Accordingly, I find and conclude that the Board has jurisdiction of this proceeding.

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[1] At the commencement of the hearing, Respondent was permitted to amend its answer to allege additional material in paragraph "4" of Respondent's answer and to add to paragraph "11" of Respondent's answer an additional statement.

IV. Prior Proceedings

On July 6, 1964, the Board issued its Decision, Order and Direction of Election in Case Nos. SE-37117 and SE-38062. [2] However, prior thereto and after the original hearing in Case No. SE-37117 had been closed, Maintenance Division of the Building and Construction Trades Council, herein called Maintenance Division, filed its petition herein in Case No. SE-38062 on March 26, 1964. On April 3, 1964, Respondent moved to dismiss the petition of Maintenance Division. On April 16, 1964, the Board denied the motion to dismiss the petition filed by Maintenance Division and ordered that the hearing in Case No. SE-37117 be re-opened and that it be consolidated for the purposes of hearing with Case No. SE-38062. A consolidated hearing was held on April 29, 1964.

On July 22, 1964, the Board conducted an election among Respondent's service employees as to whether or not they desired to be represented by Local 144, and also a self-determination election among the maintenance of plant and engineering department employees to determine (1) whether they wanted a separate bargaining unit limited to the maintenance of plant and engineering department employees, (2) if they voted for a separate bargaining unit, whether or not they desired to be represented by Maintenance Division or by Local 144 or by neither, and (3) if they did not vote for a separate bargaining unit, whether or not they desired to be represented by Local 144 in the resulting single unit comprised of them and the service employees.

The report upon Secret Ballot shows that 21 ballots, a majority of the valid ballots cast on the first question, were in favor of a separate bargaining unit limited to the maintenance of plant and engineering department employees, 5 ballots were case against such a separate bargaining unit, 20 ballots were blank, and one ballot was challenged. On the second question, 24 ballots, a majority of the valid ballots cast, were in favor of representation by Local 144, 4 ballots were cast in favor of representation by Maintenance Division, 16 ballots were cast for neither union, 2 ballots were blank, and one ballot was challenged. [3]

On July 29, 1964, Respondent filed objections to the election conducted by the Board among the maintenance of plant and engineering department employees.

On December 28, 1964, the Board overruled the said objections of Respondent as being insufficient and without merit, and certified Local 144 as the bargaining representative of the

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[2] 27 SLRB 405.

[3] Local 144 lost the election among the service employees. Objections to that election filed by Local 144 were dismissed by the Board. This proceeding solely concerns itself with the certification of Local 144 as the bargaining representative of the maintenance of plant and engineering department employees.

Respondent's maintenance of plant and engineering department employees. [4]

After the Board certified Local 144, counsel for Respondent, in a letter to Local 144, dated January 14, 1965, stated, among other things, "...at this time, the Hospital must go on record as refusing to bargain with your Union unless and until the constitutionality of the legislation in question and the validity of the Board's acts pursuant to it had been finally determined by the courts."

Thereafter, on January 26, 1965, Local 144 notified the New York State Mediation Board, herein called the Mediation Board, of Respondent's refusal to bargain with it as the collective bargaining representative of the employees in the maintenance of plant and engineering department, and requested the Mediation Board to invoke "all appropriate procedures under Section 716 of the New York State Labor Relations Act for the purpose of effecting a settlement of this dispute." [5]

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[4] Subsequent to the filing of the charge herein, Respondent, on May 13, 1969, moved before the Board to vacate the Board's certification of Local 144, on the ground, in substance, that due to the passage of time and the change in the composition of the unit, it was now stale and unenforcible. On May 16, 1969, the Board denied the Respondent's motion to vacate the certification.

[5] Section 716 (3) and (4) provided at that time:

"3. Every collective bargaining contract between the employees of a non-profitmaking hospital or residential care center, or their representatives, and such hospital or residential care center which does not contain provision for the final binding determination of disputes shall be deemed to include provisions for:

(a) the appointment of a fact-finding commission by the New York State Board of Mediation upon the request of both parties to the dispute, or by the Industrial Commissioner upon his own motion and upon certification by such board that in its opinion efforts to effect a voluntary settlement of the dispute have been unsuccessful. Such fact-finding commission shall have all of the powers and duties, including the power to make recommendations for the settlement of the dispute, as are vested in the board of inquiry by article twenty-two of this chapter; and

(b) the submission of the dispute to arbitration, pursuant to such rules as may be established from time to time by the New York State Board of Mediation, by such Board of Mediation upon the request of both parties to the dispute, or by the Industrial Commissioner upon his own motion and upon certification by such Board of Mediation that in its opinion efforts to effect a voluntary settlement of the dispute have been unsuccessful.

4. In the absence of a collective bargaining contract between the employees of a non-profitmaking hospital or residential care center, or their representatives, and such hospital or residential care center, the New York State Board of Mediation and the Industrial Commissioner may, in the manner and (continued)

On January 29, 1965, the Mediation Board advised the parties that an informal mediation conference had been arranged for February 4, 1965. On February 3, 1965, in reply to the letter of the Mediation Board, the attorneys for Respondent suggested to the Mediation Board, for reasons set forth in their letter, that the Mediation Board "should desist from taking any action in this matter, leaving it to the jurisdiction of the New York State Labor Relations Board." The attorneys for Respondent closed their letter by indicating their willingness to attend the conference "on the understanding that we will not thereby waive our rights to question your jurisdiction."

The parties appeared twice at the Mediation Board but according to a statement in a letter of the attorneys for Respondent to the Industrial Commissioner, dated May 4, 1965, the appearance of Respondent was "limited to stating orally to the Mediation Board ... that the State Labor Relations Board had exclusive jurisdiction in the matter." [6]

On April 29, 1965, the Chairman of the Mediation Board advised the parties that since mediation of the dispute between the parties had failed, the Mediation Board was so certifying to the Industrial Commissioner pursuant to Section 716 of the Act.

On June 30, 1965, the office of the Industrial Commissioner advised the attorneys for Respondent that the Industrial Commissioner had appointed a fact-finding commission to inquire into the labor dispute between the parties. On July 6, 1965, the fact-finding commission appointed by the Industrial Commissioner invited the parties to appear before the Commission and make an oral presentation of their positions. The Commission also invited the parties to submit a written statement of their respective positions. On July 9, 1965, attorneys for Respondent, in reply to the Commission's invitation to appear before it, repeated their claim that the Mediation Board lacked jurisdiction and that they were "not authorized to discuss any terms or conditions of employment of employees of The Long Island College Hospital, or any other matter that might be termed a dispute as Section 716 of the SLRA, as amended, defines the term." In the same letter, the attorneys for Respondent, nevertheless offered to meet with the Commission "for the sole purpose of discussing the procedures to follow in order to dispose of the basic issue, namely, the Hospital's refusing to recognize the Union or to bargain with it."

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5. Continued -
upon the conditions provided in subdivision three of this section, exercise all of the powers vested in them by the provisions of such subdivision of such section."
These subdivisions were amended by the Laws of 1969, ch. 526, effective July 1, 1969, but the changes made are not material herein.

[6] It is deserving of comment at this point to note that Respondent, both before this letter and since, and in this very proceeding, contested the "constitutionality and validity of the legislation under which the New York State Labor Relations Board purported to act."

On July 26, 1965, the fact-finding commission issued an Interim Report wherein it rejected Respondent's argument that the Commission lacked jurisdiction over the controversy between the parties and decided to proceed with the case. [7]

On August 5, 1965, following the issuance of the Interim Report, the attorneys for the parties appeared before the Commission. Respondent asked for time within which to commence an action to seek injunctive relief and a declaratory judgment as to the question of the Commission's jurisdiction. The Commission granted Respondent's request and voluntarily stayed further action on its part, on condition that Respondent commence an action of this character without delay.

On August 17, 1965, Respondent commenced an action in the Supreme Court, County of New York, against the Industrial Commissioner, the members of the fact-finding commission, the members of the Board, and the officers of Local 144, for a declaratory judgment holding that the fact-finding commission had no jurisdiction to proceed pursuant to Section 716 of the Act, and for a permanent injunction. Respondent also moved for a preliminary injunction.

On April 29, 1966, Mr. Justice Marks denied Respondent's motion for a temporary injunction. On May 13, 1966, Respondent appealed to the Appellate Division, First Department, from Mr. Justice Marks' decision denying Respondent's motion for a temporary injunction. On the same day, Respondent moved the Supreme Court, New York County, for summary judgment. The Attorney General on behalf of the official party-defendants, and counsel for Local 144, cross-moved for summary judgment.

On June 30, 1966, the Appellate Division affirmed Mr. Justice Marks' decision denying Respondent a temporary injunction. [8]

On January 18, 1967, the Supreme Court, County of New York, by Mr. Justice Flynn, denied Respondent's motion for summary judgment and granted the defendants' cross-motions for summary judgment. [9]

Between April 29, 1966 and May 22, 1967, when the fact-finding commission issued its Final Report, the commission held 12 days of hearings, with approximately 500 pages of sworn testimony taken and numerous exhibits received in evidence.

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[7] As a basis for proceeding with this matter, the Commission stated in its Interim Report that "the election petition in this case was filed over two years ago. The certification issued more than a half a year ago. For the union to have gone back to the SLRB for an order to bargain and then to have proceeded through judicial review would have taken months, perhaps years more. A contrary result [the Commission's decision to proceed with the case] would, moreover, mean that a union must come in with a judicial order to bargain to avail itself of Section 716, and we do not believe the Legislature intended so to limit the remedy."

[8] 26 App. Div. 2d 543.

[9] 157 N.Y.L.J. No. 12 (1/18/67) p. 15; 64 LRRM 2303; 54 Labor Cases par. 51, 621.

On July 6, 1967, the Industrial Commissioner ordered compulsory arbitration of the dispute between the parties in accordance with Section 716 of the Act, and designated the New York State Board of Mediation as arbitrator.

On July 21, 1967, Respondent commenced a special proceeding pursuant to Articles 75 and 78 of the CPLR to stay the compulsory arbitration ordered by the Industrial Commissioner. Again, the defendants in that proceeding were the Industrial Commissioner, the members of the fact-finding commission, the members of the Board and the officers of Local 144.

On September 5, 1967, the Supreme Court, County of New York, by Mr. Justice Davidson, denied Respondent's application to stay compulsory arbitration. [10] On October 5, 1967, the Appellate Division, First Department, affirmed the order of Mr. Justice Flynn, denying Respondent's motion for summary judgment and granting of the defendants' cross-motions for summary judgment. [11]

On January 30, 1968, the Appellate Division, First Department, affirmed the order of Mr. Justice Davidson, denying Respondent's motion to stay the compulsory arbitration ordered by the Industrial Commissioner. [12]

On October 16, 1968, the Court of Appeals, by a vote of four to three, reversed both determinations by the Appellate Division, First Department, and held that the fact-finding and the arbitration procedures provided in Section 716 of the Act may not be invoked initially where the employer challenges the Board's certification of the union's representative status and seeks a judicial review thereof.

On November 20, 1968, the Court of Appeals denied the motions of the Attorney General and Local 144 for reargument or to amend the remittitur of the Court of Appeals. [13]

On February 7, 1969, the Supreme Court, County of New York, by Mr. Justice Gold, granted Respondent's motion for an order permanently staying the arbitration ordered by the Industrial Commissioner, in accordance with the order of remittitur of the Court of Appeals.

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10. 54 Misc. 2d 712, 66 LRRM 2360, 56 Labor Cases par. 51, 743.

11. 28 App. Div. 2d 1092.

12. 29 App. Div. 2d 642.

13. Local 144 appealed the decision of the Court of Appeals to the United States Supreme Court, which, on April 21, 1969, dismissed the appeal. 394 U.S. 716; 22 L Ed 2d 672, 89 S Ct 1457 60 Labor Cases par. 52, 063.

V. The Refusal to Bargain

The complaint alleges, in substance, that since December 28, 1964, Respondent has failed and refused, and continues to fail and refuse to bargain collectively with Local 144 as collective bargaining representative of Respondent's employees within the appropriate unit. Respondent conceded that it had refused to bargain, but contends, in effect, that its refusal to bargain was not unlawful. In its answer to the complaint, at the hearing, and in its brief submitted to me, Respondent challenges the validity of the Board's certification.

In the main, the testimony and the exhibits at the hearing were limited to the issue of the validity of the certification. The entire record, including the exhibits, in the representation cases (Cases Nos. SE-37117 and SE-38062) were received in evidence.

In Respondent's brief, which states with more specificity, the substance of the allegations in paragraph "6" of the answer, which serves as the basis of Respondent's attack on the Board's certification, five reasons have been set forth to support its contention that the certification was invalid. They will be considered and discussed seriatim. As set forth in the brief, they are as follows:

> "1. The Labor Board certified the Union as the exclusive representative of a bargaining unit that is inappropriate in contravention of the provisions of the State Labor Relations Act."

The appropriateness of the unit was litigated by the parties and decided by the Board in the underlying representation case. It is well settled that in the absence of newly-discovered or previously unavailable evidence, issues which were decided or could have been raised in the related representation case may not be re-litigated in an unfair labor practice proceeding based upon the Board's decision in the representation matter. [14] Since Respondent does not contend that there is newly-discovered evidence or evidence unavailable at the time of the hearing in the representation proceeding, it follows that the decision of the Board is binding upon me and dispositive of the question of the appropriateness of the certified unit.

> "2. The Board denied the Hospital's procedural due process by arbitrarily and capriciously processing BCTC's [Maintenance Division] petition in contravention of its own Rule 41 and its practice thereunder, to the prejudice of the Hospital and its maintenance employees."

This contention was raised by Respondent in its motion, dated April 31, 1964, to dismiss the petition of Maintenance Division in Case No. SE-38062, and reasserted at the re-opened and consolidated hearing in the representation cases, and was rejected by the Board. As in the case of the attack on the Board's appropriate unit finding, it may not be re-litigated in a related refusal to bargain proceeding. Accordingly, I find that this contention is without merit.

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[14] Pittsburgh Plate Glass Co. v. N.L.R.B., 313 U.S. 146, 161-162.

> "3. The form of the ballot on which the Labor Board required the maintenance employees to vote was in English only, denied to said employees the opportunity of expressing their wishes with respect to representation and unit placement by making a single mark on their ballot, and was so complex, complicated and confusing as to deprive the employees of a proper opportunity to express their wishes with respect to unit placement and union representation."

First, concerning the request for a bilingual (English and Spanish) ballot for the maintenance department employees, Respondent points to the fact that 16 of the 55 maintenance employees eligible to vote in the election were Spanish-speaking.

Nowhere in the record is there any evidence to be found that any of the alleged 16 Spanish-speaking employees lacked sufficient command of the English language to enable them to understand the ballot and the purposes of the election. Obviously, the essential fact to be considered is not that some of the employees involved spoke Spanish, but whether their knowledge of English was sufficient to enable them to comprehend the nature of their vote in a representation election and to intelligently exercise their right to vote.

The cases cited by Respondent in its brief on this point are not applicable because they referred to employees who were shown by the evidence not to understand English. This is not the case here.

Moreover, it should be noted that, in any event, the notice of election issued by the Board, which was in a combined form for both the service unit and the Maintenance Department unit, was in both English and Spanish. Louis Gallousis, Personnel Director of the hospital, testified that the bilingual notices of election were distributed to the employees involved and were posted, prior to the date of election, in the time clock area at the employees' entrance to the hospital.

Respondent, in its brief, makes it appear that Richard J. Leary, the Board's Labor Election Supervisor, arbitrarily decided to have the ballot in the self-determination election in English only. This is not borne out by the record. Although a request had been made for a bilingual ballot, the evidence shows that the parties were finally in agreement that the ballot should be in English only. Testifying as Respondent's witness, Donald D. Rowe, who had been retained by Respondent prior to the Board's elections, to advise the Respondent on communications to its employees, including matters relating to the elections, stated that he was present at a pre-election conference of the parties conducted by the Board's staff, during which the question of a bilingual ballot was raised. It is clear from Rowe's testimony that the decision to use a ballot in English only for the maintenance employees was made by agreement of the parties and not at the sole discretion of Leary, as Respondent states in its brief. Rowe's testimony, on direct examination, in this connection is as follows:

"Q. Was there any discussion about making the multiple question ballot bilingual?

A. Yes. That question was raised. I don't recall by whom. I do know that there was general agreement after considerable discussion that this would further complicate it and consequently the ultimate result of the conference was that the second ballot would not be bilingual, would not be in both American and Spanish, but only English language form."

The National Labor Relations Board, in a case involving a similar situation, rejected an attack on its certification based on the failure to use foreign language ballots. It found that while the ballot was in English, the notices were in English, Polish and Spanish, and that the foreign-speaking employees were thus assured an opportunity to make an effective and informed expression of their true desires. [15] I find and conclude that there is no merit to Respondent's contention that the failure to use a bilingual ballot for the maintenance employees invalidates the certification.

Respondent also attacks the form of the ballot used in the self-determination election among maintenance department employees as being "... complex, complicated and confusing." The record is barren of any evidence showing that any of the employees involved were confused by the form of the ballot and failed to understand particularly Question "1" of the ballot. [16]

Respondent, as support for its contention on this point, cites the fact that 20 of the 46 unchallenged voters cast blank votes on Question "1"; ergo, "the confusion of the voters was staggering."

Apart from the fact that the record is absolutely devoid of any evidence that any of the employees were confused by the form of the ballot, it is axiomatic that if an employee does not vote, he can be presumed to have acquiesced in the expressed will of a majority of those who voted. [17] It follows that, absent cogent proof that any of the employees who cast blank ballots did not understand Question "1" on the ballot, it is more reasonable to assume that the 20 employees who cast such ballots on Question "1" were not interested in the matter of a separate unit, than to assume that they were confused by the form of the ballot, as claimed by Respondent.

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15. Thomas A. Nelson d/b/a Trio Metal Cap Co., 168 NLRB No. 105, 66 LRRM 1382. Cf. Fibre Leather Mfg. Corp., 167 NLRB No. 57, 66 LRRM 1056, in which the National Board set aside an election where only English ballots had been available, and where it was shown that approximately one-quarter of the eligible voters could not understand English.

16. Question "1" was whether or not the employees involved desired a separate bargaining unit limited to maintenance of plant and engineering department employees.

17. Hotel St. George Corp., 2 SLRB 578, 595; see also Railway Clerks v. Non-Contract Employees, 380 U.S. 650, 670.

Since 1964, when the Board first afforded hospital employees in appropriate cases self-determination elections, the Board has employed a ballot, similar in form to that used in the election in question, in approximately thirty ordered self-determination hospital elections. A search of the Board's records fails to reveal a single instance, save in this case, where an attack has been made on the form of the ballot used in self-determination elections.

Finally, it is well established that the Board's choice as to the form of the ballot is not open to judicial review, absent a showing that the Board had acted in excess of its statutory authority. The United States Supreme Court held in Railway Clerks v. Non-Contract Employees, [18] that the Railway Labor Act empowered the National Mediation Board to establish rules governing elections and left the details of selecting bargaining representatives, including the form of the ballot, for the final determination of the National Mediation Board. [19] Also, in International Telephone and Telegraph Corp. v. N.L.R.B., the United States Court of Appeals observed that:

> "An allowance of discretion comports with the familiar rules of administrative law which leaves matters within the peculiar expertise or experience of the administrative bodies to the administrator." [20]

Accordingly, I find that there is no merit to the Respondent's contention concerning the form of the ballot in the self-determination election conducted among the maintenance department employees.

> "4. The Labor Board tallied the ballots of the maintenance employees in a manner contrary to its own Decision, Order and Direction of Election and contrary to the requirements of the State Labor Relations Act. It should have tallied their ballots along with the ballots of the service employees, inasmuch as a majority of the 47 maintenance employees voting in the election did not vote in favor of a separate unit of Maintenance of Plant and Engineering Department employees."

In the brief, Respondent quotes at length from the Board's Decision, Order and Direction of Election, concerning the manner in which the self-determination election shall be conducted and how the ballots shall be counted. Respondent particularly emphasizes that the Board used the words "a majority of the maintenance of plant and engineering department employees voting in the election, etc." Respondent argues that if only 21 of the 46 maintenance employees voting in the election voted affirmatively on Question "1" (as to whether they wanted a separate bargaining unit), it means that less than a majority voting in the election voted for a separate bargaining unit, and the Board should have mingled their ballots with the ballots of the service employees, and made a combined tally of the votes in a single unit of service and maintenance employees. Respondent maintains that if this procedure had been followed, it would have resulted in a dismissal of Local 144's petition in its entirety.

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[18] 380 U.S. 650.

[19] In respect to elections, the provisions of Railway Labor Act and the State Act are almost identical.

[20] 294 F.2d 393.

However, a reading of the Board's Decision reveals that the quotation set forth in Respondent's brief was taken out of context, as no mention is made by Respondent concerning an additional provision in the Board's Decision which specifically provides the manner in which the votes on Question "1" were to be tallied.

In the section of the Board's Decision entitled "VI. The Elections" which follows immediately after the description of the form of the ballot to be used, there is set forth the following:

> "If a majority of the answers to Question "1" are affirmative, we shall find a separate maintenance of plant and engineering department unit to be appropriate...." (emphasis supplied)

As has been previously noted, the vote on Question "1" was 21 votes for a separate bargaining unit 5 against, with 20 blank ballots and one challenged ballot. Thus, the valid ballots cast on Question "1" were over four to one for a separate bargaining unit.

It was a matter of no small concern to the Board to assure that the employees involved in this election understood that they had the right to vote on the question of a separate unit, whether they chose to exercise it or not. To this end they were informed in simple and clear language as to the rules promulgated by the Board for the counting of the ballots cast on each question. The notice of election which was distributed to the employees and posted on the hospital's premises stated, at the foot of page 1 thereof, the following:

"COUNTING OF BALLOTS

> "On each question, the decision of a majority of those casting valid ballots will be determinative."[21]

Accordingly, I find and conclude that the Board's tally of the ballots cast in the self determination election is correct and is entirely consistent with the provisions of the Board's Decision, as well as the notices of election which were distributed to the employees involved and posted on the hospital's premises.

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[21] In the Spanish notice of election the following appears at the foot of page 1 of the notice:

"EL CONTAGE DE LOS VOTOS

> "En cada pregunta, la decision de la mayoria de aquellos votando en papeletas validas sera lo determinante."

(underscoring in the original)

The Examiner's knowledge of Spanish is sufficiently adequate to recognize that this is an accurate translation of the same legend concerning the counting of the ballots that appeared in the English version of the notice of election.

> "5. The Labor Board acted arbitrarily, unreasonably, discriminatorily and contrary to law by refusing to set aside the election it conducted for the maintenance employees notwithstanding Local 144's conduct before and on the day of the election that had interfered with the maintenance employees' free choice of a bargain-representative."

This would appear to be the main thrust of Respondent's contention that the Board erred in certifying Local 144 as the collective bargaining representative of the maintenance department employees.

At the close of the first day's session of the hearing, counsel for Respondent requested a ruling as to whether he would be permitted to adduce testimony from certain witnesses for whom the Board had issued subpoenas, as requested by Respondent, concerning the events set forth in Respondent's objections to the election. Over the objection of the Board's attorney and counsel for Local 144, I announced that I would permit Respondent to offer evidence in support of its objections to the election and I thereupon adjourned the hearing for one week to afford Respondent's counsel "an opportunity to marshal his evidence."

In its brief, Respondent describes certain activities of Local 144 which Respondent alleges interfered with the free choice of the maintenance employees in selecting a collective bargaining representative. They will be considered now.

The Conduct of Mr. Ottley

It is alleged that while the polling was in progress, Peter Ottley, President of Local 144, appeared within the voting area (50 feet from the entrance to the polling place).

Richard J. Leary, the Board's Labor Election Supervisor, called as a witness by Respondent, testified that prior to the opening of the polls he instructed the parties' representatives that they were required to remain a distance of 50 feet from the entrance to the Nurses' Residence, the building in which the election was to be conducted, and that if they desired to consult him during the time when the polls were opened, they were to send him a message.

Leary testified that during the election, Ottley sent such a message to him. Leary left the polling place and as he was going down the steps of the Nurses' Residence he saw Ottley start in from the 50-foot point. Leary met Ottley and walked him back to the 50-foot point, where he had a conversation with him. Leary further testified, without contradiction, that during the entire time that Ottley was within the proscribed area, Ottley did not speak to anyone other than to Leary.

Sherrill Retrey, also known as Sherrill Rosenbaum [22], who was employed by the Hospital at the time of the election as a receptionist and had acted as an Employer's observer at the election, testified that while she was present at the polling place during the morning hours of the election, she saw Ottley twice within the voting limits - once, when she saw his face through the door leading into the building, and then again when she saw his entire figure, with one leg up on the steps. According to Retrey, at the time she saw Ottley, voters were passing by her and "as soon as they left me, they went out."

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[22] Retrey had executed an affidavit on December 21, 1964, which Respondent filed with the Board in support of its objections.

Thus, from Retrey's testimony, it would appear that if Ottley did come in contact with any voters within the voting area, it was after they had voted, and he could not have affected their votes. In any event, it is unnecessary to speculate on whether Ottley did in fact converse with any voters approaching the polling place, because neither Retrey or Leary or any other witness testified that Ottley was seen speaking to any voter within the voting area while the election was in progress.

The Board's notice of election contains the following paragraph:

> "Voters shall be allowed to vote without interference or coercion. Electioneering will not be permitted at, or within 50 feet of any entrance to, the building in which the election is being held. The Board expects voluntary compliance with this regulation; otherwise it will be strictly enforced."

Respondent has offered no evidence, or even argued, that Ottley had spoken to any voter or otherwise electioneered within the voting area.

Absent a showing of electioneering on the part of Ottley within the voting area, his mere presence within the 50 foot limit cannot create an inference that he thus interfered with the free choice of the voters and that this constitutes grounds for setting aside the election and consequently invalidating the certification.[23]

In sum, there being no evidence that any electioneering occurred within the voting area, I find and conclude that there is no merit to Respondent's contention.

The Anonymous Letter

Respondent states that "On Sunday, July 19, [1964] some unknown person or persons mailed to the employees of The Long Island College Hospital, on Hospital stationery and under cover of official Hospital envelopes, a letter purporting to be from someone in management and urging the members to 'join the Union.' "

The letter referred to, which was received in evidence, was indeed enclosed in an envelope bearing the name and address of the Hospital, but the letter was not on Hospital stationery as stated by Respondent. The letter in question appears to be mimeographed and is on a plain sheet of paper with no reference whatsoever, by name, to the Hospital. Moreover, it clearly did not purport to be from "someone in management", as claimed by Respondent. The letter starts, "I work for the Hospital" and is signed "A Fellow Employee."

The U.S. Court of Appeals (5 Cir., 1969) recently observed in Bushhog, Inc. v. NLRB [24]:

"We think it is clear that conduct not attributable to the

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23. Star Industrial Service Co., Inc., 32 SLRB 546; Versailles Restaurant, 4 SLRB 90, 94.

24. 420 F.2d 1266, 73 LRRM 2066.

> opposing party cannot be relied upon to set aside an election. The only exception to this general principle, not applicable here, is where coercive and disruptive conduct or other action is so aggravated that a free expression of choice of representation is impossible. See N.L.R.B. v. Smith Industries, Inc., 5 Cir. 1968, 403 F.2d 889, 69 LRRM 2660; Home Town Foods v. N.L.R.B., supra; N.L.R.B. v. Tampa Crown Distributors, 5 Cir. 1959, 272 F.2d 470, 45 LRRM 2109. Any other rule would invite third parties or one of the protagonists who doubted the election outcome to anonymously create incidents and then attempt to use them to set aside the election."

Apart from the fact that the letter contains no threats of reprisals or any other coercive statements, which if it had, might, in certain circumstances, provide a basis for setting aside the election, there is no proof that this letter was sent by Local 144 or any responsible agent of that union. Clearly, this letter furnishes no basis for setting aside the election. [25]

Local 144's "Special Edition"

Commencing shortly before midnight on Monday, July 20, 1964, Local 144 began distributing to the Hospital's employees a printed "Special Edition" of its publication called "Bulletin." The election was held on July 22, 1964, between the hours of 6:30 A.M. and 5:30 P.M.

Respondent contends that the "Special Edition" contained misstatements of fact sufficiently material to constitute interference with the employees' free choice of a collective bargaining representative.

Respondent refers to alleged misstatements of fact concerning the wage and fringe benefits provided in contracts which Local 144 then had with Jamaica Hospital, Doctors Hospital, Leroy Osteopathic Hospital and Pelham General Hospital.

More specifically, Respondent cites statements in the "Special Edition" to the effect that the agreement with Jamaica Hospital provided that the employees covered by that agreement had received an increase of $82 per month based on an $8 weekly increase, but Respondent's computation, based on the provisions in the Jamaica Hospital contract, shows that although some of the employees would receive an increase of $82 a month based on an $8 a week increase, a majority of the employees, however, would be receiving only $5 a week more and their resulting increase would be $73.78 a month rather than $82.

The headline on the article in question states "$82 PER MONTH BOOST DURING LIFE OF PACT AT JAMAICA HOSPITAL." (emphasis added) The Jamaica Hospital contract was for a period commencing February 1, 1964 and expiring December 30, 1967, or 1 month short of 4 years. It provided for periodic wage increases through its term, and the claimed $82 a month wage increase apparently is based on the total increases during the life of the contract.

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[25] The New York Infirmary, 27 SLRB 557, 566; Wyckoff Heights Hospital, 28 SLRB 334, 335.

Also, Respondent contended that it was a misrepresentation for Local 144 to claim in the "Special Edition" that the employees at Leroy Osteopathic Hospital would receive, on December 1, 1965, a weekly increase of $5, whereas an analysis of the agreement with that hospital shows that only 5 employees would receive such an increase and the majority of employees would receive only $4 more a week.

Another alleged misrepresentation cited by Respondent is the statement in the "Special Edition" that the wage increases at Pelham General Hospital were from $12 to $25, and at Doctors Hospital they were from $16 to $25. Respondent labels these statements as "outright lies." According to Respondent, the most any employee at Pelham General Hospital received was $17, the majority receiving only $13 more, and that the increases at Doctors Hospital amount to $16.25 rather than $16 to $25 as claimed by Local 144.

Another instance of misleading information in the "Special Edition", according to Respondent, was the reference in the Jamaica Hospital article that the employees who had unused sick leave at the end of each calendar year would receive full pay for such unused sick leave, whereas the contract in question provided pay for only 50% of the unused sick leave.

Still another instance cited by Respondent is the statement that Local 144 had filed with the Board unfair labor practice charges against St. Barnabas Hospital and against Wyckoff Heights Hospital, alleging Interference. At the hearing, counsel for Local 144 conceded that there were no unfair labor practice charges against either institution pending before the Board at the time of the publication of the "Special Edition." Counsel for Local 144 offered to stipulate that at the time the "Special Edition" was published there were pending election objections filed by Local 144 with the Board involving elections held at St. Barnabas and Wyckoff Heights Hospitals. Counsel for Respondent refused so to stipulate on the ground that he had no knowledge of the said election objections. The record does not reflect whether election objections of this character were pending before the Board at the time in question. However, in my opinion, this misstatement is of such minimal significance that it is fair to assume that not a single employee voting in the maintenance department election would have been influenced as to his vote by the fact that alleged unfair labor practice charges were filed against two other hospitals not involved in this election.

The Board has consistently held that ordinarily it does not undertake the censorship of pre-election campaigns and will not set aside the results of an election by secret ballot merely because alleged false or misleading statements have been made by one of the parties during the campaign. Not all misrepresentations constitute grounds for vacating an election. The misrepresentation must be such as to constitute an interference with the free choice of a bargaining representative. In determining whether an alleged misrepresentation exceeds the bounds of legitimate propaganda, it is necessary to consider a number of facts, including the materiality of the representation, whether the party making the representation had special or exclusive knowledge of the facts, whether the challenging party had an opportunity to, or did, rebut the false representation, and whether the misrepresentation reasonably may be expected to have significant impact on the election. [26]

The burden of proof is on the party filing objections to the election, and the presumption that an election reflects the true choice of the voters is not overcome by assertions but only by probative evidence. [27] Respondent produced no evidence sufficient to sustain its allegation that the statements contained in the "Special Edition" exerted coercion of such character that there was interference with the free choice of the employees or that it probably affected the outcome of the election. [28]

Moreover, there is no showing that Respondent lacked an adequate opportunity to reply, giving its view of the facts. [29]

Respondent became aware of the leaflet in question shortly before midnight, July 20, 1964. Rowe, who had been engaged by the Hospital to handle their communications to the employees concerning, among other things, the forthcoming election, testified that he first saw a copy of the leaflet a few minutes before midnight on July 20, 1964. He immediately examined the leaflets in the company of the top officials of the Hospital and one of the attorneys for Respondent, and it was decided not to issue a reply.

It should be noted that at the time Respondent had in its possession copies of Local 144's contracts with Jamaica and Doctors Hospitals. These contracts were referred to by Hospital officials at a series of 9 to 11 meetings dealing with the forthcoming election and conducted by Respondent among groups of employees during the month of July 1964, and preceding the election. According to Rowe, who had assisted in the preparation of the remarks to be made at these meetings with the employees, extracts of portions of the Doctors Hospital and Jamaica Hospital contracts were read to the assembled employees. Also, according to Rowe, the employees at the meetings were shown the said contracts and were informed that they were available for their inspection. Rowe testified that he saw some of the employees examine the contracts.

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26. Millard Fillmore Hospital, 28 SLRB 525, 527; Brooklyn Eye and Ear Hospital, 29 SLRB 398, 402; St. John's Queens Hospital, 31 SLRB 395, 402.

27. The New York Infirmary, 27 SLRB 557, 563; St. John's Queens Hospital, 31 SLRB 395, 402.

28. St. Peter's Hospital, 28 SLRB 516, 520; Wyckoff Heights Hospital, 28 SLRB 321, 325; Roosevelt Hospital, 30 SLRB 209, 216-217; St. John's Queens Hospital, 31 SLRB 395, 402.

29. Buffalo General Hospital, 29 SLRB 33, 34; Brooklyn Eye and Ear Hospital, 29 SLRB 398, 402; St. John's Queens Hospital, 31 SLRB 395, 402.

How long the Hospital had in its possession the two contracts in question is not reflected in the record but it is clear that these contracts were physically in possession of the Hospital management for several weeks prior to the issuance of Local 144's "Special Edition." It is reasonable to assume, from the record as a whole, that the Hospital management, with its demonstrated thoroughness and intense concern with any matter involving Local 144's election campaign, had carefully analyzed the contents of these contracts long before Local 144's "Special Edition" was brought to their attention, and knew in detail the extent of the wage increases and other benefits these contracts provided.

As to whether it was too late to prepare a reply to the statements made by Local 144, as claimed by Respondent, it should be noted that the Hospital prepared a reply to a telegram received by it from Local 144 in the mid-evening of July 20, 1964. The Hospital was able to have copies of its reply prepared and distributed to employees commencing at midnight of the same day. I am of the firm opinion that with the information it already had in its possession, a similar effort on the part of the Hospital management could have produced an adequate and timely reply to be distributed to the employees on the day before the election.

I conclude that Respondent had a sufficient opportunity to correct or rebut the main statements allegedly false in the "Special Edition", but elected not to avail itself of the opportunity to reply to Local 144.

In any event, I find that the leaflet in question was not sufficiently misleading to warrant setting aside the election and the certification based on the results of the election.

Conclusion

I find that Respondent has failed to sustain the burden of establishing that either the activities of Local 144 described in Respondent's election objections or the Board's conduct of the election, in fact constituted interference with a free choice of a bargaining representative by the employees involved. In passing, it is well to note that despite the delay of some five years between the date when Respondent filed its election objections, during which the labor dispute between the parties pursued its litigious path through the courts, and in other proceedings, with the inevitable delay, and the date when Respondent received its "day in court" at this hearing, no prejudice was occasioned Respondent. Substantially the same evidence that Respondent originally relied on in support of its objections was considered by me in the instant case.

Accordingly, I find and conclude that since December 28, 1964, Respondent has failed and refused, and continues to fail and refuse, to bargain collectively with Local 144 as the exclusive bargaining representative of the employees in the appropriate unit and has thereby engaged in, and is engaging in, unfair labor practices within the meaning of Section 704 (6) of the Act.

VI. The Remedy

Having found that Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 704 (6) of the Act, I will recommend that the Board, in accordance with the mandate of the Act, order Respondent to cease and desist therefrom.

Having found that Respondent had refused to bargain collectively with Local 144 as the exclusive bargaining representative of its employees in an appropriate unit, I will recommend for affirmative relief that Respondent be directed, upon request, to bargain collectively with Local 144 as the exclusive representative of such employees, and, if an understanding is reached, to embody it in a signed agreement with Local 144.

I will further recommend that the Board order that the Certificiation of Representative issued by the Board in Cases Numbers SE-37117 and SE-38062, dated December 28, 1964, be extended for a period of one year from the date of the issuance of the Board's Decision and Order herein or from the completion of any judicial review thereof which may follow. [30]

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[30] Section 19 of the Board's General Rules and Regulations provides as follows:

> "Certification: Life of; Exceptions: When a representative has been certified by the Board, such certification shall remain in effect for one year from the date thereof, and thereafter until such time as it shall be made to appear to the Board that the certified representative does not represent a majority of the employees within an appropriate unit. In any case where unusual or extraordinary circumstances require such action, or where probable cause is shown that such action be necessary to prevent the occurrence or continuation of an unfair labor practice, the Board, in its discretion, may shorten or extend the life of the original certification. When the Board shall find that during the life of a certification the employer has refused to bargain collectively with the certified representative, the time of the continuance of such refusal to bargain shall not be a part of the time limited in computing the life of the certification."

The reasonableness and validity of this Rule has been upheld and approved by the Court of Appeals in Florsheim Shoe Store Co., Inc. v. Retail Shop Salesmen's Union, 288 N.Y. 188, 197. Recently, in Roosevelt Hospital, 32 SLRB 398, the Board extended the life of a certification because of time consumed by collateral litigation concerning the construction of Section 716 of the Act involving this Respondent, as described above. The Board's order was confirmed and enforced unanimously, without opinion, by the Appellate Division, First Department, on December 9, 1969 (162 N.Y.L.J. No. 111 p. 2, 12/10/69) and affirmed by the Court of Appeals, opinion by Fuld, Ch. J., NY 2d ___ on July 1, 1970, (164 N.Y.L.J. No. 33 p. 1, 8/17/70)

Because of the special circumstances of this proceeding, I will not recommend that Respondent be required to post an appropriate notice to is employees or to notify the Board within ten days what steps it has taken to comply with the provisions of the Board's Order. [31]

All of the foregoing I find is necessary to neutralize the effects of Respondent's unfair labor practice and to effectuate the policies of the Act.

* * *

[Text of Recommendations omitted from publication]

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[31] Wyckoff Heights Hospital, 32, SLRB 38; Roosevelt Hospital, 32 SLRB 398.

NEW YORK STATE
LABOR RELATIONS BOARD
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In the Matter of :

THE SOCIETY OF THE :
NEW YORK HOSPITAL
:
- and - 34 SLRB NO. 74
: CASE NO. SU-44608
MAINTENANCE DIVISION OF THE
BUILDING AND CONSTRUCTION :
TRADES COUNCIL OF GREATER
NEW YORK, AFL-CIO :

- x

APPEARANCES:

Edward V. Alfieri, Esq.
for the Board

Kelley Drye Warren Clark Carr & Ellis, Esqs.
by Eugene T. D'Ablemont, Esq.
and Martin D. Heyert, Esq.
for the Respondent

Corcoran and Brady, Esqs.
by Robert D. Brady, Esq.
for the Union

DECISION
and
ORDER

On June 3, 1971, Louis A. Crisano, Esquire, Trial Examiner, issued his Intermediate Report herein, a copy of which is attached hereto and made a part hereof. He found that Respondent had engaged in, and is engaging in, unfair labor practices as alleged in the complaint. Copies of the Intermediate Report were duly served upon all parties. On June 17, 1971, Respondent filed exceptions thereto, and thereafter filed a brief. On July 13, 1971, the Board, at the request of Respondent, heard oral argument.

We have reviewed the entire record of these proceedings and the papers filed therein, and hereby affirm all findings and decisions heretofore made. We have also reviewed the rulings made by the Trial Examiner at the hearing herein, and find that any errors he may have made were not prejudicial.

Upon its consideration of the entire record, the Trial Examiner's Intermediate Report and the exceptions thereto, the briefs and the oral argument, the Board accepts the recommendations of the Trial Examiner and adopts his discussion of the evidence in the Intermediate Report as the opinion of the Board herein, with the following additional comments: [1]

1. Constitutionality of the Act.

For one of its affirmative defenses, Respondent alleged that the Act denies it due process of law in violation of the Constitutions of the United States and the State of New York, because "it fails to separate the prosecutory and adjudicatory functions of the Board." The Trial Examiner granted the motion to strike this defense. We affirm his ruling.

We frequently have observed that an administrative agency may not pass upon the constitutionality of an act of the Legislature and refuse to perform its statutory duties thereunder. [2] Such questions will be left to the courts, which long ago have upheld the constitutionality of the Act. [3]

In any event, the United States Supreme Court and the New York Court of Appeals have both expressly held that due process is not violated when there is a combination of these functions in an administrative agency. [4] The same was held as to the National Labor Relations Act, [5] prior to the 1949 amendments in which

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1. Because of the special circumstances herein, Respondent will not be directed to post a notice to its employees. See Roosevelt Hospital, 32 SLRB 398, 412; The Long Island College Hospital, 34 SLRB No. 48.

2. See, for example, The Presbyterian Hospital, etc., 33 SLRB 216; The New York Infirmary, 27 SLRB 55, 57; Erie County Water Authority, 18 SLRB 70, 72. See also Black River Regulating District v. Adirondack League Club, 307 N. Y. 475, 485-490; Matter of Lewis v. Allen, 5 Misc. 2d 68, 71; Rite-Form Corset Company, Inc., 75 NLRB 174, 176; Wine, Liquor and Distillery Workers Union, etc., 78 NLRB 504, 507; Amalgamated Lithographers of America, 130 NLRB 968, 969, enforced 301 F. 2d 20; same, 130 NLRB 985, 991, enforced 309 F. 2d 31, cert. den. 372 U. S. 943.

3. Metropolitan Life Insurance Company v. N. Y. S. L. R. B., 280 N. Y. 194; The Park Avenue Clinical Hospital v. Kramer, (N. Y. S. L. R.B), 48 Misc. 2d 826, aff'd as mod. on other grounds, 26 A D 2d 613, aff'd, 19 N Y 2d 958; N. L. R. B. v. Jones & Laughlin Steel Corp., 301 U. S. 1, 46-47.

4. Marcello v. Bonds, 349 U. S. 302; Friedman v. State of New York, 24 N Y 2d 528.

5. Berkshire Employees Ass'n v. N. L. R. B., 121 F. 2d 235, 238 (3d cir. 1941).

Congress decreed a separation of functions. [6]

II. The Appropriateness of a Bargaining Unit Limited to Skilled Maintenance Employees

1. The Board's Policy

It has been the consistent policy of the Board, where skilled maintenance employees in hospitals have sought to bargain in a separate unit, [7] to order a self-determination election to determine whether a majority of them desire to do so. Respondent asks the Board to reconsider that policy which we first enunciated in Wyckoff Heights Hospital, 27 SLRB 75, 83, wherein we set forth in detail our reasons for doing so, and concluded:

> "Under these circumstances, especially the fact that the engineer-maintenance employees perform types of services identified with traditional trades and crafts, we believe that the as yet unexpressed desires of these employees should be determinative."

We see no reason to depart from that policy now. Since that time we have, upon proper request, directed self-determination elections among similar skilled maintenance employees at numerous hospitals. [8] Significantly, virtually all of these have chosen to bargain in a separate unit.

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6. 29 U. S. C. Sec. 151, et. seq., 49 stat. 449 (1935), amended by 61 stat. 140, 29 U. S. C. Sec. 157 (1949).

7. When no separate unit is sought by skilled maintenance employees, they are placed in a unit together with service employees. See, for example, Crouse-Irving Hospital, 31 SLRB 125; Mercy Hospital of Buffalo, 31 SLRB 347; Carson C. Peck Memorial Hospital, 32 SLRB 323.

8. See, for example, The Long Island College Hospital, 27 SLRB 405, 410-411 and 34 SLRB No. 48; The Hospital for Special Surgery, 27 SLRB 455; South Nassau Communities Hospital, 28 SLRB 291; St. Luke's Hospital of Newburgh, N. Y., 29 SLRB 254; Roosevelt Hospital, 27 SLRB 292, 298-300, 29 SLRB 378 and 29 SLRB 457, 461; St. Luke's Memorial Hospital Center, 30 SLRB 345; The Society of the New York Hospital, 29 SLRB 283, and 33 SLRB 100; The University Hospital, etc., 30 SLRB 259; Mercy Hospital of Buffalo, 31 SLRB 347; Buffalo General Hospital, 31 SLRB 342; Booth Memorial Hospital, 31 SLRB 407. In addition, several such elections have been conducted upon consent of the parties.

Our practice in this regard, far from encouraging fragmentation in hospitals [9] as Respondent asserts, has the opposite effect. In view of the mandatory "craft unit" proviso of Section 705 (2), each of the constituent skilled crafts making up the unit found appropriate herein, such as engineers, electricians, plumbers, painters, carpenters, upholsterers, machinists, masons, etc., could file its own petition for a separate bargaining unit, invoke the proviso, and the Board would have no discretion to decline to find such a unit appropriate. [10] What we have done here, as a practical matter, is to allow these various different crafts to combine in the designation of a single bargaining agent, thereby establishing only 1 unit instead of many different units each with a different labor organization bargaining for its own members. We have similarly permitted what would normally be separate units to combine and designate a single representative in other industries, such as printing, [11] restaurants, [12] hotels, [13] and real estate. [14]

2. The Hospital as an Alleged Educational Institution

Respondent contends that it is an education institution, as well as a hospital, and consequently "entitled to the benefit of the Board's decisions involving education institutions."

Respondent assumes that the Board uses substantially different criteria in the unit placement of skilled maintenance employees in educational institutions and in hospitals. That is not correct. When skilled maintenance employees in educational institutions have sought to bargain in a separate unit, we have afforded them the opportunity

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9. It is the Board's policy to avoid, wherever possible, undue compartmentalization of hospitals into numerous small bargaining units any more than is necessary. See, for example, St. John's Queens Hospital, 26 SLRB 529, 532; Methodist Hospital of Brooklyn, 34 SLRB No. 11; Montefiore Hospital, 34 SLRB No. 4; Beth Israel Medical Center, 33 SLRB 238.

10. See, Singer Sewing Machine Company, 6 SLRB 107, 109; Hotel Waldorf Astoria, 7 SLRB 273, 274-275; Ott, et al. (Wallace Optical Co.), 8 SLRB 433, 435.

11. Rinaldi Press Inc., 28 SLRB 423.

12. La Mainson du Steak, Inc., 31 SLRB 77; Eggleston Restaurant Inc., 30 SLRB 6; Taffenetti Restaurant Co., Inc., 5 SLRB 870, 873, enf'd, 180 Misc. 326, aff'd 266 App. Div. 837.

13. Robert Fulton Hotel, 6 SLRB 803; Waldorf-Astoria Hotel Corporation, 5 SLRB 1385; 31 West 72nd St. Corp. et al., 8 SLRB 419; Hotel La Guardia, 22 SLRB 533.

14. Salmon Management Co., Inc., 10 SLRB 564, 566; City Investing Co., 6 SLRB 5, 7.

KELLEY DRYE & WARREN
350 PARK AVENUE
NEW YORK 10022

TELEPHONE (212) 752-5800
CABLE "LAWYERLY"
TELEX 12369

RANKLIN B. BENKARD
VILLIAM C. BLIND
EONARD A. BLUE
AUL R. BRENNER
RIAN CHRISTALDI
RICHARD J. CONCANNON
IEWITT A. CONWAY
OHN J. COSTELLO
. CLARK CUMMINGS
UGENE T. D'ABLEMONT
OHN W. DRYE, JR.
ROBERT EHRENBARD
SAMUEL B. FORTENBAUGH, III
. HARRISON FRANKEL
MARTIN D. HEYERT
BUD GEO. HOLMAN
J. QUINCY HUNSICKER, 3RD
ELAND J. MARKLEY
CHARLES OECHLER
THEODORE PEARSON
EDWARD ROBERTS, III
WILLIAM S. RUBINSTEIN
TERRANCE W. SCHWAB
FREDERICK T. SHEA
ALBERT J. WALKER
CHAUNCEY L. WALKER
LOUIS B. WARREN
HARVEY FOLKS ZIMAND

ALFRED W. ROBERTS
COUNSEL

June 24, 1977

BY HAND

A. Daniel Fusaro, Esq.
Clerk, United States Court of
  Appeals for the Sixth Circuit
Foley Square
New York, New York

Re: The Long Island College Hospital,
Petitioner v. National Labor Relations
Board, Respondent
Appeal No. 77-4083

Dear Mr. Fusaro:

Enclosed herewith for filing are 10 copies of Petitioner's Brief and 10 copies of the Joint Appendix in this matter together with our Notice of Appearance of Counsel.

This will certify that this date I have served one copy of the Joint Appendix and two copies of Petitioner's Brief by mailing the same by first class post paid certified mail, return receipt requested, addressed as follows:

Elliott Moore, Esq.
Deputy Associate General Counsel
National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Washington, D.C. 20570
(Counsel for respondent)

Everett E. Lewis, Esq.
Vladeck Elias Vladeck & Lewis, P.C.
1501 Broadway
New York, New York 10036
(Counsel for party that has moved to intervene)

Richard L. Epstein, Esq.
Sonnenschein Carlin Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
(Counsel for party seeking amicus curiae status)

Please acknowledge receipt of this letter and its enclosures by stamping the enclosed copy of this letter and returning it to our messenger.

Very truly yours,

Roger J. Karlebach

Roger J. Karlebach

RJK:kv
Enclosures

cc: Elliott Moore, Esq.
Everett E. Lewis, Esq.
Richard L. Epstein, Esq.